



Gracia Carabantes Abogados
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FILED

2021 AUG 10 AM 9:40

CLERK
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

April 16, 2021

To the attention of
Mr. Quinten Kruszk
ASK LLP
2600 Eagan Woods Drive, Suite 400
St. Paul, MN 55121
E-mail: qkruszk@askllp.com

21-50679 CSS

Subject *RESPONSE TO THE NOTICE OF
INTENDED LITIGATION AND TO SETTLEMENT OFFER SENT ON
DECEMBER 23, 2020.*

I hope you are well, and so are your family, friends
and colleagues upon receiving this letter.

We address this letter to you on behalf of our
client, the Spanish company IZCO PLÁSTICOS INDUSTRIALES S.L.
(hereinafter IZCO), and in response to the letter sent by you on
December 23, on behalf of Mr. Peter Kravitz, bankruptcy administrator
of EXIDE HOLDINGS, INC., ET AL. (EXIDE), concerning to the
Bankruptcy Case No. 20-11157.

In your letter, you claim from our client the return
of some payments received by IZCO in the months prior to the
declaration of bankruptcy of EXIDE.

Given this, I am afraid that IZCO should reject the
claim raised by you in your letter, based on the following arguments.

**1º.- Lack of jurisdiction of the courts of the
United States, both in accordance with European and Spanish
regulations, as well as those of the United States.**

First of all, I must inform you that, in our opinion,
the courts of the United States would not be competent to hear a claim
against our client, in accordance with the regulations of the European
Union and the Law of the Kingdom of Spain.

Regarding the REGULATION (EU) 1215/2012 OF
THE EUROPEAN PARLAMENT AND OF THE COUNCIL of 12
December 2012 on jurisdiction and the recognition and enforcement
of judgments in civil and commercial matters (art. 4.1.): *"Subject to this
Regulation, persons domiciled in a Member State shall, whatever their
nationality, be sued in the courts of that Member State."*



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Also according to the Spanish legislation, the competent jurisdiction shall be that of the Courts of the Kingdom of Spain. Among others, such is the stipulation of the Ley Orgánica del Poder Judicial, art. 22.ter. *Article 22 ter. In matters other than those contemplated in articles 22, 22 sexies and 22 septies and if there is no submission to the Spanish Courts in accordance with article 22 bis, they will be competent when the defendant has his domicile in Spain or when so determined by any of the forums established in articles 22 quater and 22 quinquies.*

In brief, US tribunals have no jurisdiction when it comes to claim any amount of money to our client as long as he has his domicile in Spain.

Although I must admit that I have not passed the bar in any of the States of the United State, we have found out that US Courts consider that Section 547.b of your bankruptcy code, is not extraterritorial in nature, and cannot be alleged when the payment subject to review has occurred outside the United States.

According to the lasts discussions between U.S. courts: *"It is a longstanding principle of American law that legislation of Congress, unless a contrary intent appears, is meant to apply only within the territorial jurisdiction of the United States."* EEOC v. Arabian American Oil Co., 499 U.S. 244, 248 (1991).

In Spizz v. Goldfarb Seligman & Co. (In re Ampal-Am. Israel Corp.), 562 B.R. 601 (Bankr. S.D.N.Y. 2017), the bankruptcy court agreed with Madoff and Maxwell I that **the avoidance provisions of the Bankruptcy Code, including section 547(b), do not apply extraterritorially.** According to the court, *"Property transferred to a third party prior to bankruptcy . . . is neither property of the estate nor property of the debtor at the time the bankruptcy case is commenced, the only two categories of property mentioned in Bankruptcy Code § 541(a)(1)."* The court also wrote that *"the Begier Court's conclusion that 'property of the debtor' is best understood as property that would have become 'property of the estate' but for the transfer does not support the French and BLI courts' interpretation of section 548."* In Begier, the court explained, the Supreme Court read section 541(a) *"as a limitation on the trustee's avoiding powers, not as an expansion of those powers."*

The Ampal-American court noted that, although some provisions of the Bankruptcy Code and corresponding jurisdictional statutes, such as section 541(a) and 28 U.S.C. §



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1334(e)(1), contain clear statements which they apply extraterritorially, **section 547 does not**—nor, it added in a footnote, does section 548. Because the transfer at issue occurred outside the U.S., the court ruled that it could not be avoided by the trustee.

Therefore, this rule established in the U.S. Bankruptcy Code cannot be used as a way to claim any amount of money to a creditor from outside the U.S. Specially if the Creditors have their statutory domicile in Spain and manage their business in Spain, making operations also with Spanish companies and not only in the U.S.

2.- Ordinary payments due to ordinary purchases. Impossibility of canceling payments made in the course of ordinary operations, both in application of the Legislation of the Kingdom of Spain, and the Law of the United States.

It is important to inform you that the payments you refer to in your letter, that IZCO received from EXIDE before the bankruptcy declaration, were in payment of invoices issued by IZCO many months before, and that those payments were not only not advanced with respect to the stipulated date, but that they were delayed.

We enclose a summary of the invoices issued by IZCO in the months prior to the declaration of insolvency by EXIDE, so that you can verify that the invoices to which your letter refers were paid within the normal payment terms.

We consider the Law of the Kingdom of Spain applicable.

The Spanish Bankruptcy Law establishes: *Article 230. In no case may the following be subject to rescission: 1. ° The ordinary acts of the debtor's professional or business activity that would have been carried out under normal conditions.*

The amounts paid by EXIDE, and claimed by you, were due to several operations made between the EXIDE and IZCO in the last years, with dozens of purchases from EXIDE to IZCO. They were ordinary payments of ordinary purchases. Therefore, in no case these operations can be subject to rescission, according to the Spanish Law.



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Additionally, according to what you explained in your letter, if the United States Bankruptcy Code were the applicable Law, the claim for the refund of payments received by IZCO would not proceed either, since it shall be applicable the exemption of the ordinary course of business defense under subsection 547 (c)(2) of the US Bankruptcy Code.

Taking into account what has been explained above, we believe that there is no basis for IZCO to return the amounts it received as payment for the supplies made to EXIDE.

Therefore, we ask you to confirm that you desist from filing any claim against IZCO PLÁSTICOS, by mail to wgracia@graciacarabantes.com.

Best regards

NOMBRE GRACIA	Firmado digitalmente por
ZUBIRI FRANCISCO	NOMBRE GRACIA ZUBIRI
WENCESLAO - NIF	FRANCISCO WENCESLAO -
25465288X	NIF: 25465288X
	Fecha: 2021.04.16
	20:17:37 +02'00'

F. Wenceslao Gracia
Lawyer-partner
GRACIA CARABANTES ABOGADOS

FACTURA / INVOICE	FECHA / INVOICE DATE	CODIGO / CODE	CLIENTE / CUSTOMER	IMPORTE / AMOUNT (€)	FECHA VENCIMIENTO / DUE DATE	FECHA COBRO / PAYMENT DATE	COMENTARIOS	USD (según carta 08-01-21 ASK CLAIM)
190063	30-01-19	4340001	EXIDE TECHNOLOGIES	28.082,70	31-03-19	03-05-19		
190099	20-02-19	4340001	EXIDE TECHNOLOGIES	3.159,30	21-04-19	24-04-19		
190100	20-02-19	4340001	EXIDE TECHNOLOGIES	28.433,73	21-04-19	24-04-19		
190138	08-03-19	4340001	EXIDE TECHNOLOGIES	4.095,39	07-05-19	15-05-19		
190139	08-03-19	4340001	EXIDE TECHNOLOGIES	27.497,64	07-05-19	15-05-19		
190196	27-03-19	4340001	EXIDE TECHNOLOGIES	5.031,48	26-05-19	21-06-19		
190197	27-03-19	4340001	EXIDE TECHNOLOGIES	26.561,55	26-05-19	21-06-19		
190224	15-04-19	4340001	EXIDE TECHNOLOGIES	6.966,54	14-06-19	21-06-19		
190225	15-04-19	4340001	EXIDE TECHNOLOGIES	24.382,89	14-06-19	21-06-19		
190378	24-06-19	4340001	EXIDE TECHNOLOGIES	21.000,00	23-08-19	09-09-19		
190432	22-07-19	4340001	EXIDE TECHNOLOGIES	3.382,95	20-09-19	15-10-19		
190446	21-08-19	4340001	EXIDE TECHNOLOGIES	7.812,02	20-10-19	04-11-19		
190447	21-08-19	4340001	EXIDE TECHNOLOGIES	23.669,24	20-10-19	04-11-19		
190526	24-09-19	4340001	EXIDE TECHNOLOGIES	116,60	23-11-19	03-12-19		
190527	24-09-19	4340001	EXIDE TECHNOLOGIES	8.744,79	23-11-19	03-12-19		
190528	24-09-19	4340001	EXIDE TECHNOLOGIES	22.619,87	23-11-19	03-12-19		
190596	23-10-19	4340001	EXIDE TECHNOLOGIES	9.984,00	22-12-19	22-01-20		
190681	02-12-19	4340001	EXIDE TECHNOLOGIES	9.490,31	31-01-20	03-03-20	RECLAMADO POR ASK LLP_carta rec 08-01-20	10.594,37
190682	02-12-19	4340001	EXIDE TECHNOLOGIES	21.758,27	31-01-20	03-03-20	RECLAMADO POR ASK LLP_carta rec 08-01-20	24.289,54
200057	03-02-20	4340001	EXIDE TECHNOLOGIES	10.230,37	03-04-20	11-05-20	RECLAMADO POR ASK LLP_carta rec 08-01-20	11.115,12
200058	03-02-20	4340001	EXIDE TECHNOLOGIES	20.805,59	03-04-20	11-05-20	RECLAMADO POR ASK LLP_carta rec 08-01-20	22.604,92
200094	02-02-20	4340001	EXIDE TECHNOLOGIES	11.149,96	28-04-20	IMPAGO	DEUDA RECLAMADA A PRIME	12.209,21
200095	28-02-20	4340001	EXIDE TECHNOLOGIES	6.583,20	28-04-20	11-05-20	RECLAMADO POR ASK LLP_carta rec 08-01-20	7.152,54
200139	23-03-20	4340001	EXIDE TECHNOLOGIES	17.242,20	22-05-20	IMPAGO	DEUDA RECLAMADA A PRIME	18.880,21
200182	24-04-20	4340001	EXIDE TECHNOLOGIES	17.160,53	28-06-20	20-07-20		
		4340001	EXIDE USA	-28.392,16	IMPAGO		LLEVADO A CREDITOS INCOBRABLES	

€		
68.867,74	RECLAMADO POR ASK LLP_carta rec 08-01-20	75.756,49
28.392,16	DEUDA RECLAMADA A PRIME	31.089,42

DE CARTA RECIBIDA 08/01/21 DE ASK CLAIM (página 5)

Debtor Transferor(s)	Debtor(s) Incurring Antecedent Debt	Check Number	Check Amt	Clear Date	Invoice Number	Invoice Date	Invoice Amt
Exide Technologies, LLC	Exide Technologies, LLC	Wire:35700	\$40,872.58	5/8/2020	200058	2/3/2020	\$22,604.92
Exide Technologies, LLC	Exide Technologies, LLC	Wire:35700	\$40,872.58	5/8/2020	200095A	2/28/2020	\$7,152.54
Exide Technologies, LLC	Exide Technologies, LLC	Wire:35481	\$34,883.91	3/2/2020	190682	12/2/2019	\$24,289.54
Exide Technologies, LLC	Exide Technologies, LLC	Wire:35481	\$34,883.91	3/2/2020	190681	12/2/2019	\$10,594.37
Exide Technologies, LLC	Exide Technologies, LLC	Wire:35700	\$40,872.58	5/8/2020	200057	2/3/2020	\$11,115.12
Totals:		2 transfer(s),	\$75,756.49				



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U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE

Recibido
correo postal

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Officer, Managing or General Agent
IZCO PLASTICOS INDUSTRIALES S.L.
Ctra. Valencia Km. 10 - Pol.
Santa Fe, Nave 13
Cuarte de Huerva (Zaragoza) 50410
Spain

t. Paul, MN 55121

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:	Chapter 11
Exide Holdings, Inc., <i>et al.</i> , ¹	Case No. 20-11157 (CSS)
Debtors.	(Jointly Administered)
Peter Kravitz, as GUC Trustee of the GUC Trust of Exide Holdings, Inc., <i>et al.</i> ,	
Plaintiff,	Obj. Deadline: July 27, 2021 at 4:00 p.m. (ET)
vs.	Hrg. Date: August 31, 2021 at 10:00 a.m. (ET)
Defendants Listed on Exhibit "A",	Adv. No. See Exhibit "A"
Defendant.	

**NOTICE OF HEARING AND RESPONSE DATE FOR MOTION AND
DEFENDANTS' ELECTION AS TO PROCEDURES ORDER TRACK**

PLEASE TAKE NOTICE that Peter Kravitz, as GUC Trustee of the GUC Trust of Exide Holdings, Inc. (the "Plaintiff" or "Trustee") has filed *Plaintiff's Motion for Orders Establishing Streamlined Procedures Governing Adversary Proceedings Brought by Plaintiff Pursuant to 11 U.S.C. §§ 502, 547, 548, 549 and 550 of the Bankruptcy Code* (the "Procedures Motion") with the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court").²

Your rights might be affected. You should read these papers carefully and discuss them with your attorney, if you have one in this bankruptcy case. (If you do not have an attorney, you may wish to consult an attorney).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors' mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

² Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Procedures Motion.

PLEASE TAKE FURTHER NOTICE that the Procedures Motion requests that the Court enter separate procedure orders for adversary proceedings based on the total amount in controversy: (a) one for cases with total amount in controversy less than or equal to \$75,000.00; and (b) one for cases with total amount in controversy greater than \$75,000.00.

- a. All cases with total transfers **equal to or less than \$75,000** are currently placed on Exhibit 1 to the proposed order attached as Exhibit B to the Procedures Motion, which proposed order provides that mediation occurs prior to formal discovery. Any Defendant currently listed on Exhibit 1 to Exhibit B to the Procedures Motion who wishes to be placed on Exhibit 2 to the proposed order attached as Exhibit C to the Procedures Motion, which proposed order provides for formal discovery prior to mediation, must fill out the enclosed election form and send to Plaintiff's counsel either (1) by scanning the ballot and emailing it to the email address listed on the balloting form or (2) by mailing the ballot to the address listed on the balloting form. **This ballot must be sent so as to be received by Plaintiff's counsel no later than 4 p.m. ET on July 27, 2021.** If you wish to remain on Exhibit 1 to Exhibit B to the Procedures Motion, which provides for mediation prior to formal discovery, you do not have to fill out any form.
- b. If a Defendant notifies the Plaintiff by this deadline, the Plaintiff will move the Defendant(s) in cases with total transfers equal to or less than \$75,000.00 that requested the change to the proposed order attached as Exhibit C to the Procedures Motion. **Should a Defendant not notify Plaintiff of its election to move to Exhibit C by the deadline, that Defendant is deemed to have waived its right to elect to change orders.**

PLEASE TAKE FURTHER NOTICE that objections, if any, to the Procedures Motion must be in writing, filed with the Clerk of the Bankruptcy Court, 824 North Market Street, 3rd Floor, Wilmington, Delaware 19801, and served, so as to be received by the undersigned no later than **July 27, 2021 at 4:00 p.m. (ET)** (the "Objection Deadline").

PLEASE TAKE FURTHER NOTICE that if an objection is timely filed, served, and received, and such objection is not otherwise timely resolved, a hearing to consider such objection to the Motion will be held before the Honorable Christopher S. Sontchi, United States Bankruptcy Judge, at the Bankruptcy Court, 824 North Market Street, 5th Floor, Courtroom 6, Wilmington,

Delaware 19801 on **August 31, 2021 at 10:00 a.m. (ET)**. Only those objections that are timely filed and served so as to be received by the Notice Parties on or before the Objection Deadline will be considered by the Court.

PLEASE TAKE FURTHER NOTICE THAT IF AN OBJECTION IS NOT FILED, SERVED, AND RECEIVED BY THE OBJECTION DEADLINE, THE COURT MAY GRANT THE RELIEF REQUESTED IN THE MOTION WITHOUT FURTHER HEARING OR NOTICE.

Dated: July 13, 2021

CONNOLLY GALLAGHER LLP

/s/ N. Christopher Griffiths

N. Christopher Griffiths (#5180)

Lisa Hatfield (#4967)

1201 North Market Street, 20th Floor

Wilmington, Delaware 19801

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-and-

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St. Paul, MN 55121

Telephone: 651-289-3846

Fax: (651) 406-9676

Email: kcasteel@askllp.com

Counsel for Plaintiff

Exhibit “A”

Defendant Name	Adversary Number
479 Sales and Marketing, LLC	21-50560
A. Routsis Associates, Inc. dba Routsis Training Inc.	21-50763
ACI Holding, LLC dba American Combustion International	21-50766
Addenda LLC dba Addenda Corporation	21-50767
Advance Filter LLC	21-50769
Advanced Geoservices Corp.	21-50561
AECOM Technical Services, Inc.	21-50770
Air Products and Chemicals, Inc.	21-50562
AJ's Electrical Testing & Services, L.L.C. dba Southern Substation	21-50771
Algonquin Power & Utilities Corp. dba Liberty Utilities Group	21-50563
Allegheny Trucking, Inc.	21-50564
Allied Oil & Tire Company	21-50772
Almega Environmental & Technical Services, Inc.	21-50565
Alta Environmental, L.P. fdba Winfield & Associates	21-50566
American Electric Equipment Company	21-50567
American Integrated Services, Inc.	21-50568
American Stock Transfer & Trust Company, LLC	21-50774
Amer-Sil	21-50569
Andrew County Oil, Inc.	21-50775
Andy Mohr Truck Center, Inc.	21-50776
Anixter Inc.	21-50570
Anthony Dwayne Stanford, Sr.	21-50777
Antikainen, Inc. dba Industrial Battery Service Inc	21-50571
Aon Consulting, Inc.	21-50572
AP Global Management LLC.	21-50573
Applied Industrial Technologies, Inc.	21-50574
Applied Industrial Technologies, Inc.	21-50779
Arch Technology Solutions LLC	21-50780
Arundel Recycling Center, Inc.	21-50575
Atmos Energy Corporation	21-50781
Attlin Construction Inc	21-50576
Augeo Affinity Marketing, Inc. fdba MotivAction LLC	21-50577
Auto Care Association	21-50783
Automotive Core Supply, Inc. dba ACS, Inc.	21-50578
Avient Corporation dba PolyOne Distribution	21-50579

B. C. MacDonald & Company	21-50784
B. J. Baldwin Electric Inc.	21-50785
Battery Outfitters, Inc.	21-50580
Battery Warehouse of Alexandria, Inc.	21-50581
BCD Awning Specialists, Inc.	21-50582
Bergey's Trucks, Inc. dba Bergey's Truck Centers	21-50786
Bernath Construction, Inc.	21-50583
Best Lucky International Enterprise Corp.	21-50584
BNSF Railway Company dba BNSF Strategic Sourcing & Supply	21-50585
Borg Warner Systems Lugo S.r.l.	21-50586
BreakthroughFuel LLC	21-50787
Brenntag Mid-South Inc.	21-50587
Brenntag Southwest, Inc.	21-50588
Bristol Tennessee Essential Services dba Bristol Tennessee Electric System	21-50589
BriteWorks, Inc.	21-50590
BRL Holdings LLC dba Regency Metals	21-50591
Butler Tool, Inc.	21-50789
C.T. Sistemi Plastici	21-50592
Cabot Corporation	21-50593
Cal-Craft Design International, Inc.	21-50594
California Water Service Group dba California Water Service	21-50595
Capital Trailer & Equipment Co., Inc.	21-50790
Castlerock Environmental, Inc.	21-50596
CAT Factory LLC	21-50791
Cellusuede Products, Inc.	21-50597
Central Industrial Contractors, Inc.	21-50598
Chad A. Haynes dba Allpak Battery	21-50599
Chainalytics LLC	21-50792
Chemstation of Kansas, Inc.	21-50793
Chemtrade Logistics (US), Inc.	21-50600
Cintas Corporation	21-50794
Cleveland Mack Sales, Inc. dba Performance Truck - Cleveland	21-50601
Climate Engineers, LLC fdba Climate Engineers Inc.	21-50602
Connection Chemical, LP	21-50603
Convoy, Inc.	21-50604
Copps Industries, Inc.	21-50605
Corp Pipsa SA de CV	21-50795
Corpiosa, LLC	21-50606
Coyote Logistics, LLC	21-50607

Craig Batteries, Incorporated	21-50608
Crown Equipment Corporation	21-50797
Custom Pallet Recycling, LLC	21-50798
Daramic, LLC fdba Daramic Inc.	21-50609
Dawn UK Holdco Limited	21-50799
Day-Star Corporation	21-50801
Del Earl Downey aka Delbert Downey dba Liberty Batteries and Heavy Duty's Tire and Battery	21-50887
Dell Inc.	21-50610
Delta-Q Technologies Corp.	21-50611
DET Logistics (USA) Corporation	21-50612
DMG20, Inc. fdba Battery Solutions, Inc.	21-50613
DMP Corporation	21-50802
Drummond Company, Inc. dba ABC Coke	21-50614
Duff & Phelps, LLC	21-50616
Dynaform Technologies, Inc.	21-50804
EDP Acquisitions, LLC fdba Englander dZignPak LLC	21-50618
Electronic Environments Co. LLC	21-50805
Element Fleet Management Corp.	21-50619
Engineered Distribution Specialties, LLC dba EnDISys	21-50806
Engineered Equipment Company of Alaska, Inc.	21-50808
Entergy Corporation	21-50809
Environmental Recovery Services, Inc.	21-50621
Epiq Class Action & Claims Solutions, Inc.	21-50810
Equipment Depot, Inc.	21-50623
ESCA Tech, Inc.	21-50627
Estes Forwarding Worldwide LLC	21-50813
Eurofins Calscience, LLC fdba Eurofins Calscience Inc.	21-50629
Evergy, Inc. fdba Westar	21-50630
Ferro Magnetics Corporation	21-50632
FirstEnergy Corp. dba Met-Ed	21-50814
Flexport, Inc.	21-50634
French Ellison Truck Center, LLC	21-50815
Froetek-Plastic Technology Corp.	21-50635
GAP VII GB (KCI) LLC	21-50637
Garage Door Systems, LLC dba Overhead Door Co. of Muncie	21-50640
Gateway Industrial Power, Inc.	21-50642
Gauthier Non-Ferrous Products Inc.	21-50643
Georgia Power Company	21-50645
Gerrie Electric Wholesale Ltd	21-50647

Goodhart Sons, Inc.	21-50648
Gotcha Transport, Inc.	21-50650
Grafika Commercial Printing, Inc. dba Grafika Printing, Inc.	21-50651
Greg's Cleaning Service, Inc.	21-50817
Gunter Machine & Tool, LLC	21-50653
H P Products Corporation	21-50818
HADI Maschinenbau Ges.mbH	21-50655
Haley & Aldrich, Inc.	21-50819
Harcros Chemicals Inc.	21-50656
Harshman Machine and Tool Co.	21-50820
Henke Engineering, LLC	21-50658
Heritage Environmental Services, LLC	21-50660
Hexacomb Corporation	21-50663
Hickory Springs Manufacturing Company dba HSM	21-50665
Hohenschild Welders Supply Company	21-50821
Hoist & Crane Service Group, Inc.	21-50822
Holcim (US) Inc.	21-50666
Holland Applied Technologies, Inc.	21-50667
Hunter's Battery Warehouse, Inc.	21-50823
Husker Battery Service, Corp. fdba H.B.S.C. Metals Brokerage	21-50668
Hydra-Matic Packing Company, Inc.	21-50670
IBT, Inc.	21-50672
Industrial Restoration Systems, Inc.	21-50674
Innerworkings, Inc.	21-50675
Insight Direct USA, Inc. dba Insight Enterprises	21-50677
Izco Plasticos Industriales, S.L.	21-50679
J & P Vending Pros, Inc.	21-50824
J & R Enterprises, LLC	21-50681
J and R Manufacturing, Inc.	21-50825
J. J. Keller & Associates, Inc.	21-50826
J. Parent Design LLC	21-50827
J.M. Bozeman Enterprises, Inc.	21-50682
Javaid Rahim Bakhsh dba J. Bakhsh Consulting	21-50828
Jefferson Battery Co., Inc.	21-50829
Jonjo Transport Refrigeration Ltd, dba Thermo King Eastern Canada	21-50830
JX Enterprises, Inc. dba JX Peterbilt-Lansing	21-50831
Kallstrom Engineering Systems AB	21-50684
Kardon Enterprises, Inc. fdba HML, Inc. aka Hoosier Microbiological Laboratory	21-50832
KBX Logistics, LLC	21-50686

KC Cleaning Services LLC	21-50688
Kekst and Company, Incorporated	21-50690
Keppler Steel and Fabricating Inc.	21-50691
Keramida Environmental, Inc.	21-50833
KW Plastics	21-50834
Lancaster Mold, Inc.	21-50615
Landis Mechanical Group, Inc.	21-50617
Lantec Products, Inc.	21-50835
Leoch Battery Pte Ltd	21-50620
LignoTech USA, Inc.	21-50622
LinkEx, Inc.	21-50624
Liquitech, Inc.	21-50836
LMA Industrial S.a.	21-50625
Longhorn International Equipment, Inc.	21-50626
Louis Padnos Iron and Metal Company dba Padnos	21-50837
Louisiana Battery Warehouse -- Shreveport, Inc. dba Louisiana Battery Co.	21-50628
M.A. Industries, Inc.	21-50838
MAC Engineering and Equipment Company, Inc.	21-50631
MacAllister Machinery Co Inc dba MacAllister Cat Muncie	21-50633
Management Strategies Group, Inc.	21-50839
Marsh USA Inc. dba Marsh, Inc.	21-50636
Masonlift Limited	21-50840
Mast Trucking Inc	21-50638
Matheson Tri-Gas, Inc.	21-50639
McCormick-Busse, Incorporated dba MBI Media	21-50641
McMaster-Carr Supply Company	21-50644
Merrill Lynch & Co., Inc.	21-50646
Mersen USA Ace Corp.	21-50841
Meyer Laboratory, Inc.	21-50842
Michigan Kenworth, LLC dba Michigan KW - Dearborn	21-50843
Micromeritics Instrument Corporation	21-50649
Mid-America Parts Distributors Corp.	21-50844
Miles Chemical Company, Inc.	21-50845
Mil-Spec Packaging of GA., Inc.	21-50846
Mississippi Lime Company	21-50652
Muncie Sanitary District	21-50654
National Rubber Technologies Corp	21-50657
Nefab Packaging North Central, LLC	21-50659
NorFalco LLC	21-50661

Norfolk Southern Railway Company	21-50662
Northeast Battery & Alternator, LLC	21-50664
Northwest Volvo Truck, Inc. dba TEC Portland	21-50848
Northwest Volvo Trucks, Inc.	21-50849
Oak Press Solutions Inc.	21-50669
Ohio Transmission LLC dba Ohio Transmission & Pump	21-50850
One Gas, Inc. dba Kansas Gas Service	21-50671
Open Text Inc. fdba Guidance Software	21-50673
Organizacion Industrial Vega S.A. de C.V.	21-50676
P.A.M. Transport, Inc.	21-50678
Pallet Distributors, Inc. dba E-Pallets, Inc.	21-50680
Pelican Industries & Fabricating Company, Inc. dba Pelican Industries Inc.	21-50851
Penske Truck Leasing Co., L.P.	21-50683
Peterson Trucks, Inc.	21-50852
Philadelphia Scientific LLC	21-50685
Phoenixx, L.P.	21-50687
Piedmont National Corporation	21-50689
Piedmont Risk Management, LLC	21-50853
Plastic Process Engineering Associates, Inc. dba PPE Associates, Inc.	21-50854
Power Designers USA LLC	21-50692
Premier Magnesia, LLC	21-50693
Process and Power, Inc.	21-50855
Process Equipment Company dba Proheat Inc.	21-50694
PSK, L.L.C. dba Overhead Door Company of Cedar Rapids and Iowa City	21-50856
PSMG, Inc. dba PACWEST Security Services	21-50695
Regenergy, Inc.	21-50696
Reliable Batteries, Inc.	21-50697
Rc-Man Shack, Inc. IV dba Advantage Power Battery of Oklahoma	21-50698
Resource Plastics, LLC	21-50699
Resources Alloys and Metals, Inc.	21-50700
Richardson Molding, LLC	21-50701
Roles Marketing International, Inc.	21-50702
Rope & Plastic Sales (USA) Pty Ltd.	21-50703
Rosendahl Nextrom GMBH	21-50704
RSR Corporation	21-50705
RT Industrial Companies, LLC	21-50857
Rush Enterprises, Inc. dba Rush Truck Center-Fontana	21-50858
Rush Truck Centers of Illinois, Inc.	21-50706

Rush Truck Centers of Ohio, Inc. dba Rush Truck Center, Dayton & Cincinnati	21-50707
Rush Truck Centers of Texas, L.P. dba Rush Peterbilt Truck Center, Dallas & Ft. Worth	21-50708
Russell Equipment, Inc.	21-50709
Safety-Kleen Systems, Inc.	21-50859
Saia Motor Freight Line, LLC	21-50710
Sanders Lead Company, Inc.	21-50711
Sanders Mechanical Services	21-50713
SBMC Atlanta, L.L.C.	21-50714
Scandinavian Steel AB	21-50715
SeaGate Plastics Company	21-50716
Sebang Global Battery Co. Ltd.	21-50717
Securitas Security Services USA, Inc.	21-50718
Shoppas Mid America, LLC	21-50860
SMC, LLC	21-50719
Solar Electric Supply, Inc.	21-50861
South Texas Truck Centers, LLC dba Mack Trucks of Texas, LLC	21-50862
Stalcorp, LLC	21-50720
Start-All Enterprise Co.	21-50721
Stauffer Manufacturing Company	21-50722
STM, Inc.	21-50723
Stoner Incorporated	21-50863
Symtrax Corporation	21-50864
Synterra Corporation	21-50724
T and S Trading, Inc.	21-50725
Tasco, LLC	21-50726
TEC Equipment, Inc.	21-50865
TEC of California, Inc. dba TEC La Mirad	21-50866
TestAmerica Laboratories, Inc.	21-50727
The Kansas City Southern Railway Company	21-50867
The Knapp Supply Company Inc	21-50728
The Laureldale Borough Collector	21-50868
The NPD Group, Inc.	21-50729
The Parish Group, L.L.C.	21-50730
The Raymond Corporation	21-50731
The Republic Group Corporation dba The Republic Group	21-50732
The Sourcing Group LLC	21-50733
Thomas Anthony Etchart	21-50869
Thornton & Musso Water Treatment Consultants, Inc.	21-50734

TNT Battery Company, Inc.	21-50735
Tonolli Canada Ltd	21-50736
Toyota Material Handling, Inc. dba Toyota Starlift Parts	21-50870
TranSource, Inc.	21-50871
Transportation Impact, LLC	21-50872
Transportation Products Sales Company, Inc.	21-50737
TRISTAR Risk Enterprise Management, Inc.	21-50738
Tri-State Battery Supply, Inc.	21-50739
Tri-State Truck Center, Inc.	21-50873
TVH Parts Co. dba Superior Signals Inc.	21-50740
U. S. Xpress, Inc.	21-50741
Uber Freight LLC	21-50742
UGI Utilities, Inc.	21-50743
UL LLC	21-50744
United Rentals, Inc.	21-50745
UR Services, Inc.	21-50746
Vandapower LLC	21-50747
Vanguard Truck Center of El Paso, LLC	21-50874
Vanguard Truck Centers, LLC fka Volvo and GMC Trucks of Atlanta	21-50875
Ventura Transfer Company	21-50876
Veritiv Operating Company	21-50748
Vertical Development, Inc.	21-50877
Victory Packaging, L.P.	21-50749
Virginia Truck Center of Central Virginia, LLC dba Excel Truck Group fdba Virginia Truck Center	21-50878
VISCO2LL, Inc. dba VISCO Supply	21-50750
Vision Environmental Limited Liability Company	21-50879
Wabash Industrial Services, LLC	21-50751
Waller Logistics, Inc. dba Waller Truck Co., Inc.	21-50752
Water Gremlin Company	21-50753
Western Peterbilt, LLC dba Western Truck Center	21-50880
WestRock Container, LLC dba Kapstone Container Corporation	21-50881
Westrux International, Inc.	21-50754
WEX Bank fdba Wright Express Financial Services Corporation	21-50755
Wiese USA, Inc.	21-50756
Wildman Business Group, LLC dba Wildman Facility Services	21-50757
WIN-MAR Freight Management Inc.	21-50882
Wiring by Wall, inc.	21-50883
Wirtz Manufacturing Company, Inc.	21-50758

Wolters Kluwer United States Inc. dba CT Corporation System	21-50884
Zorch International, Inc.	21-50885

* 307 Adversary Proceedings

BALLOT FOR DEFENDANT'S ELECTION AS TO PROCEDURES ORDER TRACK

Please provide name and adversary proceeding number of the Defendant completing this ballot:

Defendant Name

Adversary Proceeding Number

Please note: This ballot question is only for Defendants with cases with total amount in controversy less than or equal to \$75,000.00.

BALLOT QUESTION: If you are currently listed on Exhibit 1 to Exhibit B to the Procedures Motion (proposed Procedures Order for cases with total amount in controversy less than or equal to \$75,000.00), which order provides for mediation prior to discovery, and you elect instead to be moved to Exhibit 2 to Exhibit C to the Procedures Motion (proposed Procedures Order for cases with total amount in controversy greater than \$75,000.00), which provides for discovery prior to mediation, you may elect to be moved to the Exhibit C by checking the box below. **If you wish to remain on Exhibit 1 to Exhibit B to the Procedures Motion, which provides for mediation prior to discovery, you do not have to fill out any form.**

☐

By checking this box, Defendant hereby consents to be moved to Exhibit 2 to Exhibit C, the Procedures Order for cases with total amount in controversy greater than \$75,000.00

Please return Ballot to:

Via mail:

ASK LLP
Attn: Laurie N.P. Miskowiec
2600 Eagan Woods Drive, Suite 400
St. Paul, MN 55121

Via Email: lmiskowiec@askllp.com

****AS INDICATED IN THE NOTICE OF MOTION, DEFENDANTS WISHING TO FILL IN THIS
BALLOT MUST DO SO ON OR BEFORE JULY 27, 2021. LATE BALLOTS WILL NOT BE MOVED
TO A DIFFERENT ORDER ****

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re:</p> <p>Exide Holdings, Inc., <i>et al.</i>,¹</p> <p style="text-align: right;">Debtors.</p>	<p>Chapter 11</p> <p>Case No. 20-11157 (CSS)</p> <p>(Jointly Administered)</p>
<p>Peter Kravitz, as GUC Trustee of the GUC Trust of Exide Holdings, Inc., <i>et al.</i>,</p> <p style="text-align: right;">Plaintiff,</p> <p>vs.</p> <p>Defendants Listed on Exhibit "A",</p> <p style="text-align: right;">Defendant.</p>	<p>Obj. Deadline: July 27, 2021 at 4:00 p.m. (ET) Hrg. Date: August 31, 2021 at 10:00 a.m. (ET)</p> <p>Adv. No. See Exhibit "A"</p>

**PLAINTIFF'S MOTION FOR ORDERS ESTABLISHING STREAMLINED
PROCEDURES GOVERNING ADVERSARY PROCEEDINGS BROUGHT
BY PLAINTIFF PURSUANT TO SECTIONS 502, 547, 548, 549
AND 550 OF THE BANKRUPTCY CODE**

Pursuant to section 105 of title 11 of the United States Code (the "Bankruptcy Code"), Rules 7016, 7026 and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), and Rules 7016-1, 7016-2, and 9019-5 of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules"), Peter Kravitz, as GUC Trustee of the GUC Trust of Exide Holdings, Inc. (the "Plaintiff" or "Trustee"), by and through his undersigned counsel, hereby files this motion (the "Procedures Motion") for entry of two procedures orders (the "Proposed Procedures Orders"), substantially in the forms annexed hereto as Exhibits B and C, respectively, establishing streamlined procedures

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors' mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

for all adversary proceedings brought by the Plaintiff under sections 502, 547, 548, 549 and 550 of the Bankruptcy Code, identified in Exhibit A annexed hereto (collectively, the “Avoidance Actions”). In support of the Procedures Motion, Plaintiff respectfully states as follows:

PRELIMINARY STATEMENT

In order to efficiently administer and resolve the volume of Avoidance Actions filed in the above-referenced bankruptcy cases (the “Bankruptcy Case”), Plaintiff proposes that certain procedures be implemented (a) eliminating the requirement of a Bankruptcy Rule 7026(f) scheduling conference and, in lieu thereof, setting procedures and timetables for service of Bankruptcy Rule 7026 disclosures and for conducting fact and expert written discovery and depositions;² (b) establishing procedures and timetables requiring the Avoidance Actions be referred to non-binding mediation; and (c) establishing omnibus hearings for the Avoidance Actions and general agendas for the same (collectively, the “Proposed Procedures”).

Plaintiff believes that in setting forth structured procedures for the efficient resolution of the Avoidance Actions, the Proposed Procedures further the purpose of the applicable Bankruptcy Rules and the Local Rules. Like these applicable Bankruptcy Rules and Local Rules, the Proposed Procedures are designed to promote the cost-effective, timely resolution of the Avoidance Actions and to further the goals of judicial economy and efficiency.

Local Rule 7001-1(a) provides that any party seeking relief that deviates from the relief provided in the Federal Rules of Civil Procedure, Bankruptcy Rules, District Court Rules, or Local Rules must identify with specificity each instance where the relief sought deviates from the rules and the good faith reason the movant seeks such deviation. Attached hereto as Exhibit E and incorporated herein by reference is a chart detailing with specificity the good faith reason for any

² Plaintiff reserves the right to seek further or additional relief from the Court regarding discovery and any other matter in the Avoidance Actions.

departure from the relief provided in the applicable rules. Those good faith reasons are also discussed herein.

Pursuant to the *General Order Regarding Procedures in Adversary Proceedings* dated April 7, 2004 (as later revised on July 14, 2004 and amended on April 11, 2005) (the "General Order"), adversary proceedings in this district asserting causes of action under Section 547 of the Bankruptcy Code are referred to mediation. Plaintiff has taken into consideration Local Rule 9019-5, which provides a different mediation schedule depending on the amount in controversy and, based on this Local Rule, proposes two separate Procedure Orders for Avoidance Actions. Avoidance Actions with claims less than or equal to \$75,000.00 will follow Local Rule 9019-5(j) and are referred to early mediation, with formal discovery to follow. In Avoidance Actions with claims greater than \$75,000.00, mediation will follow a formal discovery period. For smaller cases, the Local Rules allow Defendants the ability to choose between a mediation-first or discovery-first track. Accordingly, Plaintiff has provided an orderly ballot mechanism for these defendants to opt-in to the order governing larger cases should they so choose.

Additionally, Plaintiff has provided for a panel of four mediators from which Defendants can choose a mediator. Plaintiff believes in a case this size, a set list of specific mediators will aid Plaintiff and Defendants alike, as a set group of mediators will become familiar with issues common to this Bankruptcy Case. The inclusion of five mediators will also ensure that defendants have ample choice in their mediator selection. The Proposed Procedures will help the Court better manage the Avoidance Actions, while employing guidelines similar to the Local Rules.

Local Rule 7016-1(e) provides that a movant noticing a procedures motion prior to the pretrial date must demonstrate good cause. As a hearing on the Procedures Motion, if any, will occur on the same date as the scheduled pretrial hearing, rather than before the pretrial, a

demonstration of good cause should not be necessary; however, to the extent good cause is required, ample good cause exists. This Procedures Motion seeks to give all Defendants an automatic, additional 60-day extension of time to file responses to their respective complaints. Holding the hearing at the same time as the pretrial will alleviate any uncertainty for Defendants as to the deadline for a responsive pleading. Additionally, good cause exists to hear the Procedures Motion on the same date as the pretrial, as this results in a single hearing date for any Defendants choosing to attend any hearing.

JURISDICTION

1. This Court has jurisdiction over this Procedures Motion pursuant to 28 U.S.C. §§ 157 and 1334. Consideration of this Procedures Motion is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A), (B), (F), (H) and (O).

2. Venue in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409(a).

3. The statutory bases for the relief requested in the Motion are sections 105(a), 105(d), 502, 547, 548, 549 and 550 of the Bankruptcy Code; Rules 7004, 7012, 7016, 7026, and 9006 of the Bankruptcy Rules; and Rules 7016-1, 7016-2, and 9019-5 of the Local Rules. The requested relief is also justified under and consistent with the General Order and as modified herein.

BACKGROUND

4. On May 19, 2020 (the "Petition Date"), each of the Debtors commenced a voluntary case under chapter 11 of the Bankruptcy Code.

5. On May 21, 2020, the Court entered an order authorizing the joint administration of the chapter 11 cases for procedural purposes pursuant to Bankruptcy Rule 1015(b) and Local

Rule 1015-1 [D.I. 103].³

6. On October 16, 2020, the Court entered an order confirming the *Fourth Amended Joint Chapter 11 Plan of Exide Holdings, Inc. and Its Affiliated Debtors* (the “Confirmation Order” and “Plan,” respectively). [D.I. No. 998].

7. The effective date of the Plan (the “Effective Date”) occurred on October 26, 2020. [D.I. 1039]. In accordance with the Plan and Confirmation Order, the GUC Trust of Exide Holdings, Inc. (the “Trust”) was established effective as of the Effective Date of the Plan, and the Debtors and the Trustee entered into that certain General Unsecured Creditors’ Trust Agreement.⁴

8. Pursuant to paragraph 22 of the Confirmation Order and Section 5.4 of the Plan, the GUC Trust Causes of Action, including avoidance actions (as defined in the Plan), were transferred to the Trust. [D.I. 714].

9. Pursuant to the Plan, Confirmation Order, and General Unsecured Creditors’ Trust Agreement, Plaintiff was appointed as the Trustee. Plaintiff is authorized and has standing, among other things, to prosecute and settle certain causes of action under chapter 5 of the Bankruptcy Code, including this avoidance action.

RELIEF REQUESTED

10. Plaintiff has commenced approximately 308 cases, as more fully set forth on **Exhibit A** hereto, to recover avoidable transfers from the persons who are defendants in the Avoidance Actions (each a “Defendant” and, collectively, the “Defendants”).

11. By this Motion, Plaintiff seeks the entry of the Proposed Procedures Orders, substantially in the forms attached here to as **Exhibits B** and **C**, approving the Proposed Procedures

³ All docket items referenced are from Case No. 20-11157, under which the Debtors’ bankruptcy cases are jointly administered.

⁴ See D.I. 821, Ex. 2. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Plan, Confirmation Order, and/or General Unsecured Creditors’ Trust Agreement.

in connection with the prosecution of the Avoidance Actions. The Proposed Procedures are designed to streamline litigation and promote settlement of the Avoidance Actions in a timely and efficient fashion, thereby minimizing the costs to all parties and easing the Court's administrative burden. The Proposed Procedures also preserve the rights of all parties to adjudicate claims and defenses before the Court, if necessary.

BASIS FOR RELIEF REQUESTED

I. Proposed Procedures Generally

12. The Court has broad discretion to adopt and implement guidelines, such as the Proposed Procedures, which will aid in the administration of these proceedings. Specifically, Federal Rules of Civil Procedure 16(a) (the "Federal Rules"), as made applicable by Bankruptcy Rule 7016, authorizes courts to enter orders for the purpose of:

authority and discretion to take such actions and implement such procedures as are necessary to enforce the provisions of the Bankruptcy Code. That section provides:

The court may issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title. No provision of this title providing for the raising of an issue by a party in interest shall be construed to preclude the court from, *sua sponte*, taking any action or making any determination necessary or appropriate to enforce or implement court orders or rules, or to prevent an abuse of process.

11 U.S.C. § 105(a).

15. The Proposed Procedures further the purpose of the applicable Bankruptcy Rules by establishing certain guidelines Plaintiff believes are essential to the efficient and successful resolution of the Avoidance Actions. Plaintiff submits that implementation of the Proposed Procedures will further the cost-effective, timely resolution of the Avoidance Actions, and benefit the parties in the Avoidance Actions. The Plaintiff also submits that the Proposed Procedures will further the goals of judicial economy and the conservation of judicial resources. Absent the establishment of the Proposed Procedures to govern the prosecution of the Avoidance Actions, it will be difficult for this Court to administer these matters due to the volume of cases. To the extent the Proposed Procedures deviate from otherwise applicable rules and orders, the Plaintiff submits that such variations are warranted to promote efficient use of estate assets and judicial resources.

16. Also, Plaintiff hopes and expects that the Proposed Procedures set forth in the Proposed Procedures Orders will promote settlements and reduce defense costs because proceeding in such a manner may obviate the need for defendants to retain outside and/or local counsel during the settlement process. Defendants in the Avoidance Actions will also be able to present their defenses to Plaintiff for evaluation before engaging in costly litigation.

II. Pretrial Conferences and Discovery

17. Given the number of Avoidance Actions, Plaintiff believes that the provisions of

the Proposed Procedures Orders governing scheduling conferences, pretrial conferences, initial disclosures, and fact and expert discovery are necessary to establish a structured, efficient process for the resolution of the Avoidance Actions. The Proposed Procedures 1) waive the initial pretrial conference scheduled for August 31, 2021 and any subsequently scheduled pretrial conferences; 2) extend the agreed-upon time to serve initial disclosures; and 3) set deadlines for the parties to select a mediator in order to timely complete mediation by the agreed upon deadline. Good faith reasons exist to waive the pretrials and provide for a mediator selection process, as this will require less of the Court's time reviewing, signing and docketing stipulations for extensions of time and mediator selection. The Proposed Procedures will also result in more orderly and efficient litigation and discourage dilatory tactics.

III. Referral of Avoidance Actions to Mandatory Non-Binding Mediation

18. Plaintiff seeks approval of the Proposed Procedures with respect to referring Avoidance Actions to mandatory non-binding mediation. This request comports with the General Order referring adversary proceedings to mediation, and the Local Rules concerning the mediation process. Plaintiff proposes a panel of three mediators from which defendants can choose a mediator, rather than the entire register. A good faith reason exists for the creation of a specific mediator panel: a set list of specific mediators will aid Plaintiff and defendants alike, as a set group of mediators will become familiar with issues common to this Bankruptcy Case. Additionally, the costs to the estate are lessened when multiple adversary actions are mediated in blocks of time by the same mediator. Cost efficiencies can also be realized to defendants in situations where defense counsel may represent multiple defendants. The list of the five proposed mediators is attached as **Exhibit D**.

19. Referring adversary proceedings to mediation has proven highly successful in other

bankruptcy cases where ASK LLP has represented plaintiffs in the prosecution of preference and fraudulent transfer actions. Procedures orders containing mandatory, non-binding facilitative mediation procedures similar to the provisions contained in the Proposed Procedures Orders have been entered in other cases pending in this district. *See, e.g., In re J & M Sales, Inc., et al.*, Case No. 18-11801 (JTD) (Bankr. D. Del., March 18, 2020, D.I. 2255, cases less than or equal to \$75,000.00; D.I. 2256, cases greater than \$75,000.00); *In re LSC Wind Down LLC., et al.*, Case No. 17-10124 (KJC) (Bankr. D. Del., March 27, 2019, D.I. 993, cases less than or equal to \$75,000.00; D.I. 994, cases greater than \$75,000.00); *In re Trump Entertainment Resorts, Inc., et al.*, Case No. 14-12103 (KG) (Bankr. D. Del., Nov. 18, 2016, D.I. 2186, cases less than or equal to \$75,000.00; D.I. 2187, cases greater than \$75,000.00); *In re RS Legacy Corp., et al.*, Case No. 15-10197 (BLS) (Bankr. D. Del., Dec. 14, 2015, D.I. 3675, cases less than or equal to \$75,000.00; D.I. 3676, cases greater than \$75,000.00); *In re Exide Technologies*, Case No. 13-11482 (KJC) (Bankr. D. Del., June 30, 2015, D.I. 4360); *In re New Page Corporation*, 11-12804 (KG) (Bankr. D. Del., Oct. 16, 2013, D.I. 4405, cases greater than \$75,000.00; D.I. 4406, cases less than or equal to \$75,000.00); *In re WP Steel Ventures LLC*, Case No. 12-11661 (KJC) (Bankr. D. Del., Apr. 3, 2013, D.I. 2820, cases greater than \$75,000.00; D.I. 2821, cases less than or equal to \$75,000.00). Procedures orders have also been entered in cases pending in other districts as well. *See, e.g. In re Kid Brands, Inc., et al.*, Case No. 14-22582 (MBK) (Bankr. D.N.J., Sept. 9, 2016, D.I. 958), and *In re Quebecor World (USA) Inc., et al.*, Chapter 11 Case No. 08-10152-JMP (Bank. S.D.N.Y., March 10, 2016, D.I. 3935). In *Quebecor World (USA) Inc.*, the mediators were able to resolve 94% of the remaining 350 adversary proceedings in less than 12 months. Entry of these procedures orders required less of the Court's time and resources.

20. As the Proposed Procedures Orders provide for non-binding mediation, it will not

prejudice any party. In fact, Plaintiff submits that all parties and the Court will benefit from the mediation provisions in Proposed Procedures Orders by providing the opportunity to resolve these matters without expensive, time consuming and burdensome litigation and trial.

IV. Defendants May Elect to Move to Discovery-First Track

21. Accompanying this Procedures Motion is a *Notice of Hearing and Response Date for Motion and Defendants' Election as to Procedures Order Track* (the "Notice") and accompanying election form (the "Election Form"). Pursuant to Local Rule 9019-5(j)(iii), a defendant in an adversary proceeding with a total amount in controversy less than or equal to \$75,000.00 has the option of conducting mediation prior to formal written discovery, or proceeding with formal discovery first. Currently, the Plaintiff has placed all Defendants in adversary proceedings with a total amount in controversy less than or equal to \$75,000.00 on Exhibit 1 to the proposed order attached hereto as Exhibit B, which provides for mediation prior to discovery. The good faith reason for this change is because many smaller case defendants prefer the alternative procedures, and this division eliminates the formal election requirements to do so. However, as outlined in the Notice, those Defendants currently on Exhibit 1 to Exhibit B who wish to conduct formal discovery first may notify the Plaintiff using the Election Form and the procedures outlined in the Notice. Those parties giving proper notice will be moved to Exhibit 2 to the proposed order attached hereto as Exhibit C and proceed with formal discovery prior to mediation.⁵

⁵ While Local Rule 9019-5(j)(iii) makes the mediation-first track optional at the sole discretion of Defendants under or equal to \$75,000.00, Local Rule 9019-5(j)(vi), only permits a party in a case over \$75,000.00 to move to the mediation-first track with consent of the Plaintiff. As this rule is discretionary between the parties rather than automatic, Defendants may contact Plaintiff on an individualized basis to discuss the feasibility of the same.

V. Omnibus Hearings and Motions

22. The Proposed Procedures contemplate that Plaintiff will schedule Avoidance Action Omnibus Hearings quarterly at the Court's convenience. All motions and other matters concerning any Avoidance Actions will only be heard at Avoidance Actions Omnibus Hearings.

NOTICE

23. Notice of this Procedures Motion has been provided to: (i) all entities that are Defendants in the Avoidance Actions as of the date hereof, which are identified in Exhibit A annexed hereto; (ii) counsel for the Debtor; and (iii) the United States Trustee. Plaintiff respectfully submits that such notice is adequate and that no other or further notice need be provided.

24. Within ten (10) days of entry of the respective orders approving this Procedures Motion, Plaintiff shall serve such orders on all entities that are parties to the Avoidance Actions as of the date thereof.

WHEREFORE, the Plaintiff believes the Proposed Procedures are integral to the ability to resolve the Avoidance Actions in a cost-effective, efficient manner that will further speedy distributions to creditors and, ultimately, the Plaintiff's efforts towards an expeditious closing of the Debtors' chapter 11 cases. In light of the foregoing, the Plaintiff submits that the Proposed Procedures are warranted and approval thereof is well within the authority granted to the Court under applicable Bankruptcy Rules, Local Rules, and sections of the Bankruptcy Code. Plaintiff respectfully requests that this Court enter the Proposed Procedures Orders, attached hereto as Exhibits B and C (i) approving the Proposed Procedures and (ii) granting such other and further relief as the Court deems just and proper.

Dated: July 13, 2021

CONNOLLY GALLAGHER LLP

/s/ N. Christopher Griffiths

N. Christopher Griffiths (#5180)

Lisa Hatfield (#4967)

1201 North Market Street, 20th Floor

Wilmington, Delaware 19801

Telephone: (302) 888-6313

Email: cgriffiths@connollygallagher.com

lhatfield@connollygallagher.com

-and-

ASK LLP

Joseph L. Steinfeld, Jr., Esq., MN SBN 0266292

Kara E. Casteel, Esq. MN SBN 0389115

2600 Eagan Woods Drive, Suite 400

St. Paul, MN 55121

Telephone: 651-289-3846

Fax: (651) 406-9676

Email: kcasteel@askllp.com

Counsel for Plaintiff

Exhibit “A”

Defendant Name	Adversary Number
479 Sales and Marketing, LLC	21-50560
A. Routsis Associates, Inc. dba Routsis Training Inc.	21-50763
ACI Holding, LLC dba American Combustion International	21-50766
Addenda LLC dba Addenda Corporation	21-50767
Advance Filter LLC	21-50769
Advanced Geoservices Corp.	21-50561
AECOM Technical Services, Inc.	21-50770
Air Products and Chemicals, Inc.	21-50562
AJ's Electrical Testing & Services, L.L.C. dba Southern Substation	21-50771
Algonquin Power & Utilities Corp. dba Liberty Utilities Group	21-50563
Allegheny Trucking, Inc.	21-50564
Allied Oil & Tire Company	21-50772
Almega Environmental & Technical Services, Inc.	21-50565
Alta Environmental, L.P. fdba Winfield & Associates	21-50566
American Electric Equipment Company	21-50567
American Integrated Services, Inc.	21-50568
American Stock Transfer & Trust Company, LLC	21-50774
Amer-Sil	21-50569
Andrew County Oil, Inc.	21-50775
Andy Mohr Truck Center, Inc.	21-50776
Anixter Inc.	21-50570
Anthony Dwayne Stanford, Sr.	21-50777
Antikainen, Inc. dba Industrial Battery Service Inc	21-50571
Aon Consulting, Inc.	21-50572
AP Global Management LLC.	21-50573
Applied Industrial Technologies, Inc.	21-50574
Applied Industrial Technologies, Inc.	21-50779
Arch Technology Solutions LLC	21-50780
Arundel Recycling Center, Inc.	21-50575
Atmos Energy Corporation	21-50781
Attlin Construction Inc	21-50576
Augeo Affinity Marketing, Inc. fdba MotivAction LLC	21-50577
Auto Care Association	21-50783
Automotive Core Supply, Inc. dba ACS, Inc.	21-50578
Avient Corporation dba PolyOne Distribution	21-50579

B. C. MacDonald & Company	21-50784
B. J. Baldwin Electric Inc.	21-50785
Battery Outfitters, Inc.	21-50580
Battery Warehouse of Alexandria, Inc.	21-50581
BCD Awning Specialists, Inc.	21-50582
Bergey's Trucks, Inc. dba Bergey's Truck Centers	21-50786
Bernath Construction, Inc.	21-50583
Best Lucky International Enterprise Corp.	21-50584
BNSF Railway Company dba BNSF Strategic Sourcing & Supply	21-50585
Borg Warner Systems Lugo S.r.l.	21-50586
BreakthroughFuel LLC	21-50787
Brenntag Mid-South Inc.	21-50587
Brenntag Southwest, Inc.	21-50588
Bristol Tennessee Essential Services dba Bristol Tennessee Electric System	21-50589
BriteWorks, Inc.	21-50590
BRL Holdings LLC dba Regency Metals	21-50591
Butler Tool, Inc.	21-50789
C.T. Sistemi Plastici	21-50592
Cabot Corporation	21-50593
Cal-Craft Design International, Inc.	21-50594
California Water Service Group dba California Water Service	21-50595
Capital Trailer & Equipment Co., Inc.	21-50790
Castlerock Environmental, Inc.	21-50596
CAT Factory LLC	21-50791
Cellusuede Products, Inc.	21-50597
Central Industrial Contractors, Inc.	21-50598
Chad A. Haynes dba Allpak Battery	21-50599
Chainalytics LLC	21-50792
Chemstation of Kansas, Inc.	21-50793
Chemtrade Logistics (US), Inc.	21-50600
Cintas Corporation	21-50794
Cleveland Mack Sales, Inc. dba Performance Truck - Cleveland	21-50601
Climate Engineers, LLC fdba Climate Engineers Inc.	21-50602
Connection Chemical, LP	21-50603
Convoy, Inc.	21-50604
Copps Industries, Inc.	21-50605
Corp Pipsa SA de CV	21-50795
Corpipsa, LLC	21-50606
Coyote Logistics, LLC	21-50607

Craig Batteries, Incorporated	21-50608
Crown Equipment Corporation	21-50797
Custom Pallet Recycling, LLC	21-50798
Daramic, LLC fdba Daramic Inc.	21-50609
Dawn UK Holdco Limited	21-50799
Day-Star Corporation	21-50801
Del Earl Downey aka Delbert Downey dba Liberty Batteries and Heavy Duty's Tire and Battery	21-50887
Dell Inc.	21-50610
Delta-Q Technologies Corp.	21-50611
DET Logistics (USA) Corporation	21-50612
DMG20, Inc. fdba Battery Solutions, Inc.	21-50613
DMP Corporation	21-50802
Drummond Company, Inc. dba ABC Coke	21-50614
Duff & Phelps, LLC	21-50616
Dynaform Technologies, Inc.	21-50804
EDP Acquisitions, LLC fdba Englander dZignPak LLC	21-50618
Electronic Environments Co. LLC	21-50805
Element Fleet Management Corp.	21-50619
Engineered Distribution Specialties, LLC dba EnDISys	21-50806
Engineered Equipment Company of Alaska, Inc.	21-50808
Entergy Corporation	21-50809
Environmental Recovery Services, Inc.	21-50621
Epiq Class Action & Claims Solutions, Inc.	21-50810
Equipment Depot, Inc.	21-50623
ESCA Tech, Inc.	21-50627
Estes Forwarding Worldwide LLC	21-50813
Eurofins Calscience, LLC fdba Eurofins Calscience Inc.	21-50629
Evergy, Inc. fdba Westar	21-50630
Ferro Magnetics Corporation	21-50632
FirstEnergy Corp. dba Met-Ed	21-50814
Flexport, Inc.	21-50634
French Ellison Truck Center, LLC	21-50815
Froetek-Plastic Technology Corp.	21-50635
GAP VII GB (KCI) LLC	21-50637
Garage Door Systems, LLC dba Overhead Door Co. of Muncie	21-50640
Gateway Industrial Power, Inc.	21-50642
Gauthier Non-Ferrous Products Inc.	21-50643
Georgia Power Company	21-50645
Gerrie Electric Wholesale Ltd	21-50647

Goodhart Sons, Inc.	21-50648
Gotcha Transport, Inc.	21-50650
Grafika Commercial Printing, Inc. dba Grafika Printing, Inc.	21-50651
Greg's Cleaning Service, Inc.	21-50817
Gunter Machine & Tool, LLC	21-50653
H P Products Corporation	21-50818
HADI Maschinenbau Ges.mbH	21-50655
Haley & Aldrich, Inc.	21-50819
Harcros Chemicals Inc.	21-50656
Harshman Machine and Tool Co.	21-50820
Henke Engineering, LLC	21-50658
Heritage Environmental Services, LLC	21-50660
Hexacomb Corporation	21-50663
Hickory Springs Manufacturing Company dba HSM	21-50665
Hohenschild Welders Supply Company	21-50821
Hoist & Crane Service Group, Inc.	21-50822
Holcim (US) Inc.	21-50666
Holland Applied Technologies, Inc.	21-50667
Hunter's Battery Warehouse, Inc.	21-50823
Husker Battery Service, Corp. fdba H.B.S.C. Metals Brokerage	21-50668
Hydra-Matic Packing Company, Inc.	21-50670
IBT, Inc.	21-50672
Industrial Restoration Systems, Inc.	21-50674
Innerworkings, Inc.	21-50675
Insight Direct USA, Inc. dba Insight Enterprises	21-50677
Izco Plasticos Industriales, S.L.	21-50679
J & P Vending Pros, Inc.	21-50824
J & R Enterprises, LLC	21-50681
J and R Manufacturing, Inc.	21-50825
J. J. Keller & Associates, Inc.	21-50826
J. Parent Design LLC	21-50827
J.M. Bozeman Enterprises, Inc.	21-50682
Javaid Rahim Bakhsh dba J. Bakhsh Consulting	21-50828
Jefferson Battery Co., Inc.	21-50829
Jonjo Transport Refrigeration Ltd, dba Thermo King Eastern Canada	21-50830
JX Enterprises, Inc. dba JX Peterbilt-Lansing	21-50831
Kallstrom Engineering Systems AB	21-50684
Kardon Enterprises, Inc. fdba HML, Inc. aka Hoosier Microbiological Laboratory	21-50832
KBX Logistics, LLC	21-50686

KC Cleaning Services LLC	21-50688
Kekst and Company, Incorporated	21-50690
Keppler Steel and Fabricating Inc.	21-50691
Keramida Environmental, Inc.	21-50833
KW Plastics	21-50834
Lancaster Mold, Inc.	21-50615
Landis Mechanical Group, Inc.	21-50617
Lantec Products, Inc.	21-50835
Leoch Battery Pte Ltd	21-50620
LignoTech USA, Inc.	21-50622
LinkEx, Inc.	21-50624
Liquitech, Inc.	21-50836
LMA Industrial S.a.	21-50625
Longhorn International Equipment, Inc.	21-50626
Louis Padnos Iron and Metal Company dba Padnos	21-50837
Louisiana Battery Warehouse -- Shreveport, Inc. dba Louisiana Battery Co.	21-50628
M.A. Industries, Inc.	21-50838
MAC Engineering and Equipment Company, Inc.	21-50631
MacAllister Machinery Co Inc dba MacAllister Cat Muncie	21-50633
Management Strategies Group, Inc.	21-50839
Marsh USA Inc. dba Marsh, Inc.	21-50636
Masonlift Limited	21-50840
Mast Trucking Inc	21-50638
Matheson Tri-Gas, Inc.	21-50639
McCormick-Busse, Incorporated dba MBI Media	21-50641
McMaster-Carr Supply Company	21-50644
Merrill Lynch & Co., Inc.	21-50646
Mersen USA Ace Corp.	21-50841
Meyer Laboratory, Inc.	21-50842
Michigan Kenworth, LLC dba Michigan KW - Dearborn	21-50843
Micromeritics Instrument Corporation	21-50649
Mid-America Parts Distributors Corp.	21-50844
Miles Chemical Company, Inc.	21-50845
Mil-Spec Packaging of GA., Inc.	21-50846
Mississippi Lime Company	21-50652
Muncie Sanitary District	21-50654
National Rubber Technologies Corp	21-50657
Nefab Packaging North Central, LLC	21-50659
NorFalco LLC	21-50661

Norfolk Southern Railway Company	21-50662
Northeast Battery & Alternator, LLC	21-50664
Northwest Volvo Truck, Inc. dba TEC Portland	21-50848
Northwest Volvo Trucks, Inc.	21-50849
Oak Press Solutions Inc.	21-50669
Ohio Transmission LLC dba Ohio Transmission & Pump	21-50850
One Gas, Inc. dba Kansas Gas Service	21-50671
Open Text Inc. fdba Guidance Software	21-50673
Organizacion Industrial Vega S.A. de C.V.	21-50676
P.A.M. Transport, Inc.	21-50678
Pallet Distributors, Inc. dba E-Pallets, Inc.	21-50680
Pelican Industries & Fabricating Company, Inc. dba Pelican Industries Inc.	21-50851
Penske Truck Leasing Co., L.P.	21-50683
Peterson Trucks, Inc.	21-50852
Philadelphia Scientific LLC	21-50685
Phoenixx, L.P.	21-50687
Piedmont National Corporation	21-50689
Piedmont Risk Management, LLC	21-50853
Plastic Process Engineering Associates, Inc. dba PPE Associates, Inc.	21-50854
Power Designers USA LLC	21-50692
Premier Magnesia, LLC	21-50693
Process and Power, Inc.	21-50855
Process Equipment Company dba Proheat Inc.	21-50694
PSK, L.L.C. dba Overhead Door Company of Cedar Rapids and Iowa City	21-50856
PSMG, Inc. dba PACWEST Security Services	21-50695
Regenergy, Inc.	21-50696
Reliable Batteries, Inc.	21-50697
Re-Man Shack, Inc. IV dba Advantage Power Battery of Oklahoma	21-50698
Resource Plastics, LLC	21-50699
Resources Alloys and Metals, Inc.	21-50700
Richardson Molding, LLC	21-50701
Roles Marketing International, Inc.	21-50702
Rope & Plastic Sales (USA) Pty Ltd.	21-50703
Rosendahl Nextrom GMBH	21-50704
RSR Corporation	21-50705
RT Industrial Companies, LLC	21-50857
Rush Enterprises, Inc. dba Rush Truck Center-Fontana	21-50858
Rush Truck Centers of Illinois, Inc.	21-50706

Rush Truck Centers of Ohio, Inc. dba Rush Truck Center, Dayton & Cincinnati	21-50707
Rush Truck Centers of Texas, L.P. dba Rush Peterbilt Truck Center, Dallas & Ft. Worth	21-50708
Russell Equipment, Inc.	21-50709
Safety-Kleen Systems, Inc.	21-50859
Saia Motor Freight Line, LLC	21-50710
Sanders Lead Company, Inc.	21-50711
Sanders Mechanical Services	21-50713
SBMC Atlanta, L.L.C.	21-50714
Scandinavian Steel AB	21-50715
SeaGate Plastics Company	21-50716
Sebang Global Battery Co. Ltd.	21-50717
Securitas Security Services USA, Inc.	21-50718
Shoppas Mid America, LLC	21-50860
SMC, LLC	21-50719
Solar Electric Supply, Inc.	21-50861
South Texas Truck Centers, LLC dba Mack Trucks of Texas, LLC	21-50862
Stalcorp, LLC	21-50720
Start-All Enterprise Co.	21-50721
Stauffer Manufacturing Company	21-50722
STM, Inc.	21-50723
Stoner Incorporated	21-50863
Symtrax Corporation	21-50864
Synterra Corporation	21-50724
T and S Trading, Inc.	21-50725
Tasco, LLC	21-50726
TEC Equipment, Inc.	21-50865
TEC of California, Inc. dba TEC La Mirad	21-50866
TestAmerica Laboratories, Inc.	21-50727
The Kansas City Southern Railway Company	21-50867
The Knapp Supply Company Inc	21-50728
The Laureldale Borough Collector	21-50868
The NPD Group, Inc.	21-50729
The Parish Group, L.L.C.	21-50730
The Raymond Corporation	21-50731
The Republic Group Corporation dba The Republic Group	21-50732
The Sourcing Group LLC	21-50733
Thomas Anthony Etchart	21-50869
Thornton & Musso Water Treatment Consultants, Inc.	21-50734

TNT Battery Company, Inc.	21-50735
Tonolli Canada Ltd	21-50736
Toyota Material Handling, Inc. dba Toyota Starlift Parts	21-50870
TranSource, Inc.	21-50871
Transportation Impact, LLC	21-50872
Transportation Products Sales Company, Inc.	21-50737
TRISTAR Risk Enterprise Management, Inc.	21-50738
Tri-State Battery Supply, Inc.	21-50739
Tri-State Truck Center, Inc.	21-50873
TVH Parts Co. dba Superior Signals Inc.	21-50740
U. S. Xpress, Inc.	21-50741
Uber Freight LLC	21-50742
UGI Utilities, Inc.	21-50743
UL LLC	21-50744
United Rentals, Inc.	21-50745
UR Services, Inc.	21-50746
Vandapower LLC	21-50747
Vanguard Truck Center of El Paso, LLC	21-50874
Vanguard Truck Centers, LLC fka Volvo and GMC Trucks of Atlanta	21-50875
Ventura Transfer Company	21-50876
Veritiv Operating Company	21-50748
Vertical Development, Inc.	21-50877
Victory Packaging, L.P.	21-50749
Virginia Truck Center of Central Virginia, LLC dba Excel Truck Group fdba Virginia Truck Center	21-50878
VISCO2LL, Inc. dba VISCO Supply	21-50750
Vision Environmental Limited Liability Company	21-50879
Wabash Industrial Services, LLC	21-50751
Waller Logistics, Inc. dba Waller Truck Co., Inc.	21-50752
Water Gremlin Company	21-50753
Western Peterbilt, LLC dba Western Truck Center	21-50880
WestRock Container, LLC dba Kapstone Container Corporation	21-50881
Westrux International, Inc.	21-50754
WEX Bank fdba Wright Express Financial Services Corporation	21-50755
Wiese USA, Inc.	21-50756
Wildman Business Group, LLC dba Wildman Facility Services	21-50757
WIN-MAR Freight Management Inc.	21-50882
Wiring by Wall, inc.	21-50883
Wirtz Manufacturing Company, Inc.	21-50758

Wolters Kluwer United States Inc. dba CT Corporation System	21-50884
Zorch International, Inc.	21-50885

* 307 Adversary Proceedings

Exhibit “B”

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re:</p> <p>Exide Holdings, Inc., <i>et al.</i>,¹</p> <p style="text-align: right;">Debtors.</p> <hr style="border: 0.5px solid black; margin: 10px 0;"/> <p>Peter Kravitz, as GUC Trustee of the GUC Trust of Exide Holdings, Inc., <i>et al.</i>,</p> <p style="text-align: right;">Plaintiff,</p> <p>vs.</p> <p>Defendants Listed on Exhibit "1",</p> <p style="text-align: right;">Defendant.</p>	<p>Chapter 11</p> <p>Case No. 20-11157 (CSS)</p> <p>(Jointly Administered)</p> <p>Adv. No. See Exhibit "1"</p>
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**ORDER ESTABLISHING STREAMLINED PROCEDURES GOVERNING
ADVERSARY PROCEEDINGS WITH TOTAL IN CONTROVERSY LESS THAN
OR EQUAL TO \$75,000.00 BROUGHT BY PLAINTIFF PURSUANT TO
SECTIONS 502, 547, 548, 549 AND 550 OF THE BANKRUPTCY CODE**

Upon the *Motion for Orders Establishing Streamlined Governing Adversary Proceedings Brought by Plaintiff Pursuant to Sections 502, 547, 548, 549 and 550 of the Bankruptcy Code*, (the "Procedures Motion")² filed by Peter Kravitz, as GUC Trustee of the GUC Trust of Exide Holdings, Inc. (the "Plaintiff" or "Trustee"), by and through his undersigned counsel, for entry of a procedures order (the "Procedures Order") pursuant to sections 102(1) and 105(a) of title 11 of the United States Code (the "Bankruptcy Code") and Rules 7016, 7026 and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), establishing streamlined procedures governing all adversary

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors' mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

² Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them as in the Procedures Motion.

proceedings with a total amount in controversy less than or equal to \$75,000.00 brought by Plaintiff under sections 502, 547, 548, 549 and 550 of the Bankruptcy Code, which are identified in Exhibit 1 annexed hereto (each an “Avoidance Action,” collectively, the “Avoidance Actions”); and this Court having jurisdiction to consider and determine the Procedures Motion as a core proceeding in accordance with 28 U.S.C. §§ 157, 1331 and 1334; and any objections raised and heard at a hearing at which all parties were permitted to present their arguments and contentions; and it appearing that the relief requested by the Procedures Motion is necessary and in the best interests of the parties; and due notice of the Procedures Motion having been provided; and it appearing that no other or further notice of the Procedures Motion need be provided; and sufficient cause appearing therefore, it is hereby:

ORDERED, that the Procedures Motion be, and hereby is, granted in all respects; and it is further

ORDERED, the procedures governing all parties to the Avoidance Actions are as follows:

A. Effectiveness of the Procedures Order

1. This Procedures Order approving the Procedures Motion shall apply to all Defendants in the Avoidance Actions. To the extent a party is subject to this Procedures Order as well as the Procedures Order covering those cases with an amount in controversy greater than \$75,000.00 in connection with another Avoidance Action, the parties shall meet and confer to decide whether the actions should proceed under one procedures order or the other. If an agreement cannot be reached, the parties may apply to the Court for resolution.
2. This Order will not alter, affect or modify the rights of Defendants to seek a jury trial or withdraw the reference, or otherwise move for a determination regarding whether the Court has authority to enter a final judgment, or make a report and recommendation, in an adversary proceeding under 28 U.S.C. § 157, and all such rights of the Defendants shall be preserved unless otherwise agreed to in a responsive pleading.

B. Extensions to Answer or File Other Responsive Pleading to the Complaint

3. The time to file an answer or other responsive pleading to a complaint filed in an Avoidance Action shall be extended by 60 days such that an answer or other responsive pleading is due within 90 days after the issuance of the summons rather than 30 days after the issuance of the summons.

C. Waiver of Requirement to Conduct Pretrial Conference

4. Federal Rule of Civil Procedure 16, made applicable herein pursuant to Bankruptcy Rule 7016 and Local Rules 7004-2 and 7016-1 (i.e., pretrial conferences), is hereby waived and not applicable with respect to the Avoidance Actions. Neither the Plaintiff nor any Defendant shall be required to appear at the initial pretrial conference, including any pretrial originally scheduled for August 31, 2021 or any subsequently scheduled pretrial conferences.

D. Waiver of Requirement to Conduct Scheduling Conference

5. Federal Rule of Civil Procedure 26(f), made applicable herein pursuant to Bankruptcy Rule 7026 (mandatory meeting before scheduling conference/discovery plan), is hereby waived and is not applicable to the Avoidance Actions. Thus, the parties to the Avoidance Actions shall not be required to submit a written report as may otherwise be required under Federal Rule of Civil Procedure 26(f).

E. Discovery, Mediation, and Dispositive Motion Schedule

6. The parties' obligation to conduct formal discovery in each Avoidance Action shall be, and hereby is, stayed until the mediation process is concluded; provided that the stay of formal discovery shall in no way preclude, with respect to any Avoidance Action, the Plaintiff and applicable Defendant from informally exchanging documents and information in an attempt to resolve such Avoidance Action in advance of, or during, the mediation process.
7. Any open Avoidance Actions that have not been resolved and/or settled by November 15, 2021 (the "Remaining Avoidance Actions"), shall be referred to mediation.
8. Between November 16, 2020 and November 30, 2021, Defendants in the Remaining Avoidance Actions shall choose a mediator from the list of proposed mediators (each a "Mediator," collectively, the "Mediators") qualified to handle these types of Avoidance Actions and is listed on the Register of Mediators and Arbitrators Pursuant to Local Rule 9019-4 (the "Mediator List"), attached to the Procedures Motion as **Exhibit D**. Concurrently, Defendants in the Remaining Avoidance Actions shall notify Plaintiff's counsel of the Defendant's choice of Mediator by contacting

Plaintiff's counsel's paralegal, Laurie N. Miskowiec, in writing, via email at lmiskowiec@askllp.com or via letter correspondence addressed to ASK LLP, 2600 Eagan Woods Drive, Suite 400, St. Paul, MN 55121. If a Defendant in a Remaining Avoidance Action does not timely choose a Mediator from the Mediator List and notify Plaintiff's counsel of the same, Plaintiff will assign such Remaining Avoidance Action to one of the Mediators from the Mediator List.

9. Upon notification of such selection or assignment, the selected Mediator shall have an opportunity to run conflicts checks on the Defendant(s) and, in the event of a conflict, may abstain from the particular mediation.
10. On December 1, 2021, Plaintiff, working with the Mediators, will commence scheduling mediations. Each Mediator will provide to Plaintiff the dates on which the Mediator is available for mediation and the parties shall cooperate with the Mediators and each other regarding the scheduling of mediations. Plaintiff's counsel shall contact Defendant or Defendant's counsel with a list of proposed dates for mediation provided by the mediator. Mediation will then be scheduled on a first-come, first-served basis.
11. Plaintiff will give at least 21 days written notice of the first date, time and place of the mediation in each Remaining Avoidance Action (the "Mediation Notice"), which notice shall be filed on the docket of such proceeding.
12. Within 7 calendar days after the conclusion of the mediation, the Mediator shall file a report (the "Mediator's Report") in the Remaining Avoidance Action, which shall be limited to stating only whether the Remaining Avoidance Action settled or did not settle.
13. All mediations of the Remaining Avoidance Actions must be concluded by May 16, 2022.
14. Any open Avoidance Actions shall be required to provide the disclosures required under Rule Federal Rule of Civil Procedure 26(a)(1), as incorporated by Bankruptcy Rule 7026 (the "Initial Disclosures") on or before May 31, 2022.
15. All written interrogatories, document requests and requests for admission, if any, may be served upon the adverse party any time after the Mediator's Report is filed. All written interrogatories, document requests and requests for admission, if any, must be served upon the adverse party no later than July 1, 2022. Local Rule 7026-2(b)(ii) shall be modified to allow the counsel for Plaintiff and each Defendant serving the discovery request or response to be the custodian of such discovery material.

16. The parties to the Avoidance Actions shall have through and including September 1, 2022 to complete non-expert fact discovery, including depositions of fact witnesses.
17. The standard provisions of Federal Rule of Civil Procedure 33, made applicable herein pursuant to Bankruptcy Rule 7033, shall apply to the Avoidance Actions.
18. The standard provisions of Federal Rule of Civil Procedure 34, made applicable herein pursuant to Bankruptcy Rule 7034, including F.R.C.P. 34(b)(2)(E) regarding production of electronically stored information and Local Rule 7026-3, shall apply to the Avoidance Actions.
19. The standard provisions of Federal Rule of Civil Procedure 36, made applicable herein pursuant to Bankruptcy Rule 7036, shall apply to the Avoidance Actions.
20. Should a discovery dispute arise, the complainant shall file with the Court a letter outlining said issues and forward a copy to chambers. Respondent must reply within two (2) business days. The letter, excluding exhibits, shall be no longer than two (2) pages. The Court shall then inform the parties if it will require a conference call or formal motion.
21. Pursuant to Federal Rule of Civil Procedure 26(a)(2), made applicable herein pursuant to Bankruptcy Rule 7026, disclosures and reports of a) the parties for any issue on which they bear the burden of proof (not including any report by Plaintiff on insolvency) and b) if Defendant intends to provide expert testimony regarding insolvency of the Debtors, such expert reports, if any, shall be made to the adverse party on or before July 1, 2022.
22. Federal Rule of Civil Procedure 26(a)(2), made applicable herein pursuant to Bankruptcy Rule 7026, disclosures and reports a) of the parties' rebuttal experts, and b) Plaintiff's report on the insolvency of the Debtors, if any, shall be made to the adverse party on or before September 1, 2022.
23. All expert discovery, including expert witness depositions, shall be concluded on or before October 28, 2022.
24. The standard provisions of Federal Rule of Civil Procedure 26(e), made applicable herein pursuant to Bankruptcy Rule 7026, shall apply to the Avoidance Actions with respect to supplementation of discovery responses.
25. All dispositive motions shall be filed and served by December 30, 2022. The Local Rules governing dispositive motions in adversary proceedings, including Local Rules 7007-1 – 7007-4, shall apply.

F. Mediation Procedures and Requirements

26. Because the Remaining Avoidance Actions are proceedings before this Court, Delaware is the proper forum for mediation. Local Rule 9019-5 and the Court's mediation order, Delaware Bankruptcy Court General Order re Procedures in Adversary Proceedings, dated April 7, 2004, as amended April 11, 2005 (establishing mediation procedures for all adversary proceedings), shall govern the mediations, except as otherwise set forth herein.
27. The Mediators shall be required to file disclosures prior to the scheduling of mediation. Local Rule 9019-2(e)(iii)(B) shall apply.
28. The parties in each Remaining Avoidance Action will participate in the mediation, as scheduled and presided over by the chosen Mediator, in good faith and with a view toward reaching a consensual resolution. At least one counsel for each party and a representative of each party having full settlement authority shall attend the mediation in person *except*: 1) a Mediator, in his or her discretion, may allow a party representative to appear telephonically or via a video conferencing service, 2) the parties may consent to a party representative appearing telephonically or via a video conferencing service. **Any such request must be made prior to ten (10) business days before the scheduled mediation date, or Defendant is deemed to waive such request.** Should a party representative appear by telephone or via a video conferencing service, counsel appearing in person for that party shall have full settlement authority. To the extent a Mediator grants a party's request to appear telephonically or via a video conferencing service, the requesting party is responsible for arranging for and paying any fees associated with these services. Should a dispute arise regarding a Mediator's decision on whether to allow a party representative to appear telephonically or via a video conferencing service rather than in person, a party may apply to the Court, in advance of the mediation, by sending a letter outlining said issues to chambers. The Court may then schedule a conference call to address the issues.
29. The Mediator will preside over the mediation with full authority to determine the nature and order of the parties' presentations, and the rules of evidence will not apply. Each Mediator may implement additional procedures which are reasonable and practical under the circumstances.
30. The Mediator, in the Mediation Notice (by language provided to Plaintiff by the Mediator) or in a separate notice that need not be filed, may require the parties to provide to the Mediator any relevant papers and exhibits, a statement of position, and a settlement proposal. In the Mediator's discretion, upon notice (which need not be filed), the Mediator may adjourn a mediation or move a mediation to a different location within the same jurisdiction. The Mediator may also continue a mediation that has been

commenced if the Mediator determines that a continuation is in the best interest of the parties.

31. The parties must participate in the scheduling of mediation and mediate in good faith. If the mediator feels that a party to the mediation is not attempting to schedule or resolve the mediation in good faith, the mediator may file a report with the Court. The Court may, without need for further motion by any party, schedule a hearing. If the Court determines that the party is not cooperating in good faith with the mediation procedures, the Court may consider the imposition of sanctions. Additionally, if either party to the mediation is not attempting to schedule or resolve the mediation in good faith, the opposite party may file a motion for sanctions with the Court. Litigation with respect to the issuance of sanctions shall not delay the commencement of the mediation. Sanctions may include, but are not limited to, attorney's fees and costs and Mediator's fees.
32. Upon notice and a hearing, a party's failure to appear at the mediation or otherwise comply with the Procedures Order with respect to mediation, may result in a default judgment or dismissal being obtained against the party failing to comply with the mediation provisions. The Mediator shall promptly file a notice with the Court when any party fails to comply with the mediation provisions set forth in the Procedures Order.
33. The Mediator's fees shall be paid by the Plaintiff. Plaintiff shall pay the Mediator a \$250.00 administrative fee (the "Administrative Fee") upon acceptance of appointment. The Mediator's mediation fees shall be fixed at \$3,000.00 per case. The Plaintiff shall pay \$750.00 of the Mediator's mediation fee at least 7 calendar days before the commencement of mediation (the "Pre-Mediation Fee"). The remaining fee will be paid by Plaintiff on the date of mediation, should the mediation go forward. If the parties settle prior to mediation, the mediator must be informed of the settlement prior to 7 calendar days before the scheduled mediation, or the Pre-Mediation Fee is non-refundable.
34. Mediation that is continued for more than one calendar day will be continued on an hourly fee basis at the rate of \$500.00 per hour to be paid by the Plaintiff.
35. Defendants that have multiple Avoidance Actions in the underlying bankruptcy cases against them may mediate all related Avoidance Actions at one time and, in such event, the Mediation Fee shall be based upon the combined total claim amount for all related Avoidance Actions.
36. Mediation statements are due 7 calendar days prior to the mediation to the Mediator. Unless otherwise directed by the Mediator, the mediation statements shall be shared with the opposing party, except that any party that has confidential information may share the same solely with the

Mediator. The Mediator will direct the parties as to further instructions regarding the mediation statements.

37. Without the prior consent of both parties, no Mediator shall mediate a case in which he/she or his/her law firm represents a party. If a Mediator's law firm represents any Defendant in the Avoidance Actions, then: (a) the Mediator shall not personally participate in the representation of that Defendant; (b) the law firm shall notate the file to indicate that the Mediator shall have no access to it; and (c) any discussions concerning the particular Avoidance Action by employees of the law firm shall exclude the Mediator. The Mediator's participation in mediation pursuant to the Procedures Order shall not create a conflict of interest with respect to the representation of such Defendants by the Mediator's law firm.
38. The Mediator shall not be called as a witness by any party except as set forth in this paragraph. No party shall attempt to compel the testimony of, or compel the production of documents from, the Mediators or the agents, partners or employees of their respective law firms. Neither the Mediators nor their respective agents, partners, law firms or employees (a) are necessary parties in any proceeding relating to the mediation or the subject matter of the mediation, nor (b) shall be liable to any party for any act or omission in connection with any mediation conducted under the Procedures Order. Any documents provided to the Mediator by the parties shall be destroyed 30 days after the filing of the Mediator's Report, unless the Mediator is otherwise ordered by the Court. However, subject to court order, a Mediator may be called as witness by any party and may be compelled to testify on a limited basis in proceedings where it is alleged that a party failed to comply with mediation as is required in the foregoing paragraphs of this Procedures Order. Local Rule 9019-5(d) shall apply.
39. All proceedings and writing incident to the mediation shall be privileged and confidential, and shall not be reported or placed in evidence. Local Rule 9019-(5)(d) shall apply.

G. Avoidance Actions Omnibus Hearings

40. The initial pretrial conference scheduled for August 31, 2021 at 10:00 a.m. (ET) shall be deemed waived. Thereafter, except as otherwise ordered by the Court, the pretrial conference shall be adjourned to quarterly status conferences. Except as otherwise ordered by the Court, all matters concerning any Avoidance Actions shall be heard only at status conferences before the Honorable Christopher S. Sontchi (collectively, the "Avoidance Actions Omnibus Hearings"), at which there may be status conferences, final pre-trial conferences and hearings on motions, if any.
41. Defendants are not required to appear at any Avoidance Actions Omnibus Hearings unless: (a) a motion pertaining to the Defendant's Avoidance

Action is calendared to be considered at the Avoidance Actions Omnibus Hearing; or (b) the Court has directed such Defendant to appear. To the extent a Defendant in any Avoidance Action wishes to appear at an Avoidance Actions Omnibus Hearing, and it has not otherwise notified the Plaintiff through a notice of motion, the Defendant or its counsel must notify Plaintiff's counsel of the same, in writing, 5 days prior to said hearing so that Plaintiff may properly prepare to address any issues or concerns at the Avoidance Actions Omnibus Hearing or in advance thereof.

42. Unless the Court orders otherwise, all motions, pleadings, requests for relief or other materials that purport to set a hearing on a date or time other than an Avoidance Actions Omnibus Hearing shall automatically, and without Court order, be scheduled to be heard at the next Avoidance Actions Omnibus Hearing that is at least 30 calendar days after such motion, pleading, request for relief or other materials are filed and served.
43. Plaintiff shall file a report one week prior to each Avoidance Actions Omnibus Hearing setting out the status of each of the Avoidance Actions and shall contemporaneously deliver a copy of the report to the Court's chambers.
44. If, after all discovery has been completed in an Avoidance Action, mediation has concluded but was not successful, and any issues of fact or law remain after dispositive motions, if any, have been decided, the parties to the applicable Avoidance Action shall so inform the Court at the next scheduled Avoidance Actions Omnibus Hearing. At such time, the Court will address additional issues arising subsequent to the Procedures Order, set additional deadlines, if necessary, establish a due date by which the parties must file a joint pretrial order, and schedule a trial on the Avoidance Action that is convenient to the Court's calendar.

H. Miscellaneous

45. The Local Rules for the United States Bankruptcy Court for the District of Delaware shall apply, except that the Procedures Order shall control with respect to the Avoidance Actions to the extent of any conflict with other applicable rules and orders.
46. The deadlines and/or provisions contained in the Procedures Order may be extended and/or modified by the Court upon written motion and for good cause shown or consent of the parties pursuant to stipulation, which stipulation needs to be filed with the Court; and it is further

ORDERED, that this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Exhibit “1”

Defendant Name	Adversary Number
479 Sales and Marketing, LLC	21-50560
A. Routsis Associates, Inc. dba Routsis Training Inc.	21-50763
ACI Holding, LLC dba American Combustion International	21-50766
Addenda LLC dba Addenda Corporation	21-50767
Advance Filter LLC	21-50769
AECOM Technical Services, Inc.	21-50770
Air Products and Chemicals, Inc.	21-50562
AJ's Electrical Testing & Services, L.L.C. dba Southern Substation	21-50771
Algonquin Power & Utilities Corp. dba Liberty Utilities Group	21-50563
Allegheny Trucking, Inc.	21-50564
Allied Oil & Tire Company	21-50772
American Stock Transfer & Trust Company, LLC	21-50774
Andrew County Oil, Inc.	21-50775
Andy Mohr Truck Center, Inc.	21-50776
Anthony Dwayne Stanford, Sr.	21-50777
Antikainen, Inc. dba Industrial Battery Service Inc	21-50571
Aon Consulting, Inc.	21-50572
Applied Industrial Technologies, Inc.	21-50779
Arch Technology Solutions LLC	21-50780
Arundel Recycling Center, Inc.	21-50575
Atmos Energy Corporation	21-50781
Augeo Affinity Marketing, Inc. fdba MotivAction LLC	21-50577
Auto Care Association	21-50783
B. C. MacDonald & Company	21-50784
B. J. Baldwin Electric Inc.	21-50785
BCD Awning Specialists, Inc.	21-50582
Bergey's Trucks, Inc. dba Bergey's Truck Centers	21-50786
Bernath Construction, Inc.	21-50583
BNSF Railway Company dba BNSF Strategic Sourcing & Supply	21-50585
BreakthroughFuel LLC	21-50787
Brenntag Southwest, Inc.	21-50588
BriteWorks, Inc.	21-50590
Butler Tool, Inc.	21-50789
Cabot Corporation	21-50593
Cal-Craft Design International, Inc.	21-50594

California Water Service Group dba California Water Service	21-50595
Capital Trailer & Equipment Co., Inc.	21-50790
CAT Factory LLC	21-50791
Cellusuede Products, Inc.	21-50597
Chainalytics LLC	21-50792
Chemstation of Kansas, Inc.	21-50793
Chemtrade Logistics (US), Inc.	21-50600
Cintas Corporation	21-50794
Cleveland Mack Sales, Inc. dba Performance Truck - Cleveland	21-50601
Connection Chemical, LP	21-50603
Convoy, Inc.	21-50604
Corp Pipsa SA de CV	21-50795
Craig Batteries, Incorporated	21-50608
Crown Equipment Corporation	21-50797
Custom Pallet Recycling, LLC	21-50798
Dawn UK Holdco Limited	21-50799
Day-Star Corporation	21-50801
Del Earl Downey aka Delbert Downey dba Liberty Batteries and Heavy Duty's Tire and Battery	21-50887
Dell Inc.	21-50610
DMP Corporation	21-50802
Dynaform Technologies, Inc.	21-50804
EDP Acquisitions, LLC fdba Englander dZignPak LLC	21-50618
Electronic Environments Co. LLC	21-50805
Element Fleet Management Corp.	21-50619
Engineered Distribution Specialties, LLC dba EnDISys	21-50806
Engineered Equipment Company of Alaska, Inc.	21-50808
Entergy Corporation	21-50809
Epiq Class Action & Claims Solutions, Inc.	21-50810
Equipment Depot, Inc.	21-50623
ESCA Tech, Inc.	21-50627
Estes Forwarding Worldwide LLC	21-50813
Eurofins Calscience, LLC fdba Eurofins Calscience Inc.	21-50629
FirstEnergy Corp. dba Met-Ed	21-50814
French Ellison Truck Center, LLC	21-50815
Froetek-Plastic Technology Corp.	21-50635
Garage Door Systems, LLC dba Overhead Door Co. of Muncie	21-50640
Gateway Industrial Power, Inc.	21-50642
Gerrie Electric Wholesale Ltd	21-50647
Greg's Cleaning Service, Inc.	21-50817

H P Products Corporation	21-50818
Haley & Aldrich, Inc.	21-50819
Harshman Machine and Tool Co.	21-50820
Henke Engineering, LLC	21-50658
Hohenschild Welders Supply Company	21-50821
Hoist & Crane Service Group, Inc.	21-50822
Holcim (US) Inc.	21-50666
Holland Applied Technologies, Inc.	21-50667
Hunter's Battery Warehouse, Inc.	21-50823
IBT, Inc.	21-50672
Industrial Restoration Systems, Inc.	21-50674
Innerworkings, Inc.	21-50675
J & P Vending Pros, Inc.	21-50824
J and R Manufacturing, Inc.	21-50825
J. J. Keller & Associates, Inc.	21-50826
J. Parent Design LLC	21-50827
Javaid Rahim Bakhsh dba J. Bakhsh Consulting	21-50828
Jefferson Battery Co., Inc.	21-50829
Jonjo Transport Refrigeration Ltd, dba Thermo King Eastern Canada	21-50830
JX Enterprises, Inc. dba JX Peterbilt-Lansing	21-50831
Kallstrom Engineering Systems AB	21-50684
Kardon Enterprises, Inc. fdba HML, Inc. aka Hoosier Microbiological Laboratory	21-50832
KC Cleaning Services LLC	21-50688
Keppler Steel and Fabricating Inc.	21-50691
Keramida Environmental, Inc.	21-50833
KW Plastics	21-50834
Landis Mechanical Group, Inc.	21-50617
Lantec Products, Inc.	21-50835
Liquitech, Inc.	21-50836
LMA Industrial S.a.	21-50625
Longhorn International Equipment, Inc.	21-50626
Louis Padnos Iron and Metal Company dba Padnos	21-50837
M.A. Industries, Inc.	21-50838
Management Strategies Group, Inc.	21-50839
Marsh USA Inc. dba Marsh, Inc.	21-50636
Masonlift Limited	21-50840
Matheson Tri-Gas, Inc.	21-50639
Mersen USA Ace Corp.	21-50841
Meyer Laboratory, Inc.	21-50842

Michigan Kenworth, LLC dba Michigan KW - Dearborn	21-50843
Micromeritics Instrument Corporation	21-50649
Mid-America Parts Distributors Corp.	21-50844
Miles Chemical Company, Inc.	21-50845
Mil-Spec Packaging of GA., Inc.	21-50846
Muncie Sanitary District	21-50654
National Rubber Technologies Corp	21-50657
Nefab Packaging North Central, LLC	21-50659
Norfolk Southern Railway Company	21-50662
Northeast Battery & Alternator, LLC	21-50664
Northwest Volvo Truck, Inc. dba TEC Portland	21-50848
Northwest Volvo Trucks, Inc.	21-50849
Ohio Transmission LLC dba Ohio Transmission & Pump	21-50850
Open Text Inc. fdba Guidance Software	21-50673
Pelican Industries & Fabricating Company, Inc. dba Pelican Industries Inc.	21-50851
Penske Truck Leasing Co., L.P.	21-50683
Peterson Trucks, Inc.	21-50852
Philadelphia Scientific LLC	21-50685
Piedmont National Corporation	21-50689
Piedmont Risk Management, LLC	21-50853
Plastic Process Engineering Associates, Inc. dba PPE Associates, Inc.	21-50854
Process and Power, Inc.	21-50855
Process Equipment Company dba Proheat Inc.	21-50694
PSK, L.L.C. dba Overhead Door Company of Cedar Rapids and Iowa City	21-50856
Regenergy, Inc.	21-50696
Richardson Molding, LLC	21-50701
Rope & Plastic Sales (USA) Pty Ltd.	21-50703
Rosendahl Nextrom GMBH	21-50704
RT Industrial Companies, LLC	21-50857
Rush Enterprises, Inc. dba Rush Truck Center-Fontana	21-50858
Rush Truck Centers of Illinois, Inc.	21-50706
Rush Truck Centers of Ohio, Inc. dba Rush Truck Center, Dayton & Cincinnati	21-50707
Rush Truck Centers of Texas, L.P. dba Rush Peterbilt Truck Center, Dallas & Ft. Worth	21-50708
Safety-Kleen Systems, Inc.	21-50859
Sanders Mechanical Services	21-50713
SBMC Atlanta, L.L.C.	21-50714

SeaGate Plastics Company	21-50716
Securitas Security Services USA, Inc.	21-50718
Shoppas Mid America, LLC	21-50860
Solar Electric Supply, Inc.	21-50861
South Texas Truck Centers, LLC dba Mack Trucks of Texas, LLC	21-50862
Start-All Enterprise Co.	21-50721
Stauffer Manufacturing Company	21-50722
STM, Inc.	21-50723
Stoner Incorporated	21-50863
Symtrax Corporation	21-50864
Synterra Corporation	21-50724
TEC Equipment, Inc.	21-50865
TEC of California, Inc. dba TEC La Mirad	21-50866
TestAmerica Laboratories, Inc.	21-50727
The Kansas City Southern Railway Company	21-50867
The Knapp Supply Company Inc	21-50728
The Laureldale Borough Collector	21-50868
The NPD Group, Inc.	21-50729
The Parish Group, L.L.C.	21-50730
The Republic Group Corporation dba The Republic Group	21-50732
Thomas Anthony Etchart	21-50869
Thornton & Musso Water Treatment Consultants, Inc.	21-50734
TNT Battery Company, Inc.	21-50735
Toyota Material Handling, Inc. dba Toyota Starlift Parts	21-50870
TranSource, Inc.	21-50871
Transportation Impact, LLC	21-50872
Tri-State Truck Center, Inc.	21-50873
TVH Parts Co. dba Superior Signals Inc.	21-50740
U. S. Xpress, Inc.	21-50741
United Rentals, Inc.	21-50745
UR Services, Inc.	21-50746
Vandapower LLC	21-50747
Vanguard Truck Center of El Paso, LLC	21-50874
Vanguard Truck Centers, LLC fka Volvo and GMC Trucks of Atlanta	21-50875
Ventura Transfer Company	21-50876
Vertical Development, Inc.	21-50877
Victory Packaging, L.P.	21-50749
Virginia Truck Center of Central Virginia, LLC dba Excel Truck Group fdba Virginia Truck Center	21-50878

VISCO2LL, Inc. dba VISCO Supply	21-50750
Vision Environmental Limited Liability Company	21-50879
Wabash Industrial Services, LLC	21-50751
Western Peterbilt, LLC dba Western Truck Center	21-50880
WestRock Container, LLC dba Kapstone Container Corporation	21-50881
Westrux International, Inc.	21-50754
WEX Bank fdba Wright Express Financial Services Corporation	21-50755
Wildman Business Group, LLC dba Wildman Facility Services	21-50757
WIN-MAR Freight Management Inc.	21-50882
Wiring by Wall, inc.	21-50883
Wirtz Manufacturing Company, Inc.	21-50758
Wolters Kluwer United States Inc. dba CT Corporation System	21-50884
Zorch International, Inc.	21-50885

* 200 Adversary Proceedings

Exhibit “C”

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

<p>In re:</p> <p>Exide Holdings, Inc., <i>et al.</i>,¹</p> <p style="text-align: right;">Debtors.</p> <hr style="border: 0.5px solid black;"/> <p>Peter Kravitz, as GUC Trustee of the GUC Trust of Exide Holdings, Inc., <i>et al.</i>,</p> <p style="text-align: right;">Plaintiff,</p> <p>vs.</p> <p>Defendants Listed on Exhibit "2",</p> <p style="text-align: right;">Defendant.</p>	<p>Chapter 11</p> <p>Case No. 20-11157 (CSS)</p> <p>(Jointly Administered)</p> <p>Adv. No. See Exhibit "2"</p>
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**ORDER ESTABLISHING STREAMLINED PROCEDURES GOVERNING
ADVERSARY PROCEEDINGS WITH TOTAL IN CONTROVERSY GREATER
THAN \$75,000.00 BROUGHT BY PLAINTIFF PURSUANT TO SECTIONS
502, 547, 548, 549 AND 550 OF THE BANKRUPTCY CODE**

Upon the *Motion for Orders Establishing Streamlined Governing Adversary Proceedings Brought by Plaintiff Pursuant to Sections 502, 547, 548, 549 and 550 of the Bankruptcy Code*, (the "Procedures Motion")² filed by Peter Kravitz, as GUC Trustee of the GUC Trust of Exide Holdings, Inc. (the "Plaintiff" or "Trustee"), by and through his counsel, for entry of a procedures order (the "Procedures Order") pursuant to sections 102(1) and 105(a) of title 11 of the United States Code (the "Bankruptcy Code") and Rules 7016, 7026 and 9006 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), establishing streamlined procedures governing all adversary proceedings with

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number are Exide Holdings, Inc. (5504), Exide Technologies, LLC (2730), Exide Delaware LLC (9341), Dixie Metals Company (0199), and Refined Metals Corporation (9311). The Debtors' mailing address is 13000 Deerfield Parkway, Building 200, Milton, Georgia 30004.

² Capitalized terms not otherwise defined herein shall have the same meaning ascribed to them as in the Procedures Motion.

total amount in controversy greater than \$75,000.00 brought by Plaintiff under sections 502, 547, 548, 549 and 550 of the Bankruptcy Code, which are identified in Exhibit 2 annexed hereto (each an "Avoidance Action," collectively, the "Avoidance Actions"); and this Court having jurisdiction to consider and determine the Procedures Motion as a core proceeding in accordance with 28 U.S.C. §§ 157, 1331 and 1334; and any objections raised and heard at a hearing at which all parties were permitted to present their arguments and contentions; and it appearing that the relief requested by the Procedures Motion is necessary and in the best interests of the parties; and due notice of the Procedures Motion having been provided; and it appearing that no other or further notice of the Procedures Motion need be provided; and sufficient cause appearing therefor, it is hereby:

ORDERED, that the Procedures Motion be, and hereby is, granted in all respects; and it is further

ORDERED, the procedures governing all parties to the Avoidance Actions are as follows:

A. Effectiveness of the Procedures Order

1. This Procedures Order approving the Procedures Motion shall apply to all Defendants in the Avoidance Actions. To the extent a party is subject to this Procedures Order as well as the Procedures Order applicable to those cases with an amount in controversy less than or equal to \$75,000.00 in connection with another Avoidance Action, the parties shall meet and confer to decide whether the actions should proceed under one procedures order or the other. If an agreement cannot be reached, the parties may apply to the Court for a resolution.
2. This Order will not alter, affect or modify the rights of Defendants to seek a jury trial or withdraw the reference, or otherwise move for a determination regarding whether the Court has authority to enter a final judgment, or make a report and recommendation, in an adversary proceeding under 28 U.S.C. § 157, and all such rights of the Defendants shall be preserved unless otherwise agreed to in a responsive pleading.

B. Extensions to Answer or File Other Responsive Pleading to the Complaint

3. The time to file an answer or other responsive pleading to a complaint filed in an Avoidance Action shall be extended by 60 days such that an answer or other responsive pleading is due within 90 days after the issuance of the summons rather than 30 days after the issuance of the summons.

C. Waiver of Requirement to Conduct Pretrial Conference

4. Federal Rule of Civil Procedure 16, made applicable herein pursuant to Bankruptcy Rule 7016 and Local Rules 7004-2 and 7016-1 (i.e., pretrial conferences), is hereby waived and not applicable with respect to the Avoidance Actions. Neither the Plaintiff nor any Defendant shall be required to appear at the initial pretrial conference, including any pretrial originally scheduled for August 31, 2021 or any subsequently scheduled pretrial conferences.

D. Waiver of Requirement to Conduct Scheduling Conference

5. Federal Rule of Civil Procedure 26(f), made applicable herein pursuant to Bankruptcy Rule 7026 (mandatory meeting before scheduling conference/discovery plan), is hereby waived and is not applicable to the Avoidance Actions. Thus, the parties to the Avoidance Actions shall not be required to submit a written report as may otherwise be required under Federal Rule of Civil Procedure 26(f).

E. Discovery, Mediation, and Dispositive Motion Schedule

6. The disclosures required under Federal Rule of Civil Procedure 26(a)(1), as incorporated by Bankruptcy Rule 7026 (the "Initial Disclosures") shall be made by the later of 30 days after: (1) the date an answer to a complaint is filed in an Avoidance Action or (2) the Procedures Order is entered on the docket of this Court.
7. Except as set forth herein, all written interrogatories, document requests and requests for admission, if any, may be served upon the adverse party any time after the service of Initial Disclosures or in conjunction with the service of the Initial Disclosures. All written interrogatories, document requests and requests for admission, if any, must be served upon the adverse party no later than December 15, 2021. Local Rule 7026-2(b)(ii) shall be modified to allow the counsel for Plaintiff and each Defendant serving the discovery request or response to be the custodian of such discovery material.
8. The parties to the Avoidance Actions shall have through and including March 15, 2022 to complete non-expert written fact discovery, excluding depositions of fact witnesses.

9. The standard provisions of Federal Rule of Civil Procedure 33, made applicable herein pursuant to Bankruptcy Rule 7033, shall apply to the Avoidance Actions. Responses to interrogatories are due 60 days after service.
10. The standard provisions of Federal Rule of Civil Procedure 34, made applicable herein pursuant to Bankruptcy Rule 7034, including F.R.C.P. 34(b)(2)(E) regarding production of electronically stored information and Local Rule 7026-3, shall apply to the Avoidance Actions. Document production and responses to document requests are due 60 days after service.
11. The standard provisions of Federal Rule of Civil Procedure 36, made applicable herein pursuant to Bankruptcy Rule 7036, shall apply to the Avoidance Actions. Responses to requests for admission are due 60 days after service.
12. Should a discovery dispute arise, the complainant shall file with the Court a letter outlining said issues and forward a copy to chambers. Respondent must reply within two (2) business days. The letter, excluding exhibits, shall be no longer than two (2) pages. The Court shall then inform the parties if it will require a conference call or formal motion.
13. Any open Avoidance Actions that have not been resolved and/or settled by March 15, 2022 (the "Remaining Avoidance Actions"), shall be referred to mediation. By mutual agreement of the parties to any Avoidance Action, mediation may be conducted prior to March 15, 2022.
14. Between March 16, 2022 and March 31, 2022, Defendants in the Remaining Avoidance Actions shall choose a mediator from the list of proposed mediators (each a "Mediator," collectively, the "Mediators") qualified to handle these types of Avoidance Actions and is listed on the Register of Mediators and Arbitrators Pursuant to Local Rule 9019-4 (the "Mediator List"), attached to the Procedures Motion as Exhibit D. Concurrently, Defendants in the Remaining Avoidance Actions shall notify Plaintiff's counsel of the Defendant's choice of Mediator by contacting Plaintiff's counsel's paralegal, Laurie N. Miskowiec, in writing, via email at **lmiskowiec@askllp.com** or via letter correspondence addressed to ASK LLP, 2600 Eagan Woods Drive, Suite 400, St. Paul, MN 55121. If a Defendant in a Remaining Avoidance Action does not timely choose a Mediator from the Mediator List and notify Plaintiff's counsel of the same, Plaintiff will assign such Remaining Avoidance Action to one of the Mediators from the Mediator List.
15. Upon notification of such selection or assignment, the selected Mediator shall have an opportunity to run conflicts checks on the Defendant(s) and, in the event of a conflict, may abstain from the particular mediation.

16. On April 1, 2022, Plaintiff, working with the Mediators, will commence scheduling mediations. Each Mediator will provide to Plaintiff the dates on which the Mediator is available for mediation and the parties shall cooperate with the Mediators and each other regarding the scheduling of mediations. Plaintiff's counsel shall contact Defendant or Defendant's counsel with a list of proposed dates for mediation provided by the mediator. Mediation will then be scheduled on a first-come, first-served basis.
17. Plaintiff will give at least 21 days' written notice of the first date, time and place of the mediation in each Remaining Avoidance Action (the "Mediation Notice"), which notice shall be filed on the docket of such proceeding.
18. Within 7 calendar days after the conclusion of the mediation, the Mediator shall file a report (the "Mediator's Report") in the Remaining Avoidance Action, which shall be limited to stating only whether the Remaining Avoidance Action settled or did not settle.
19. All mediations of the Remaining Avoidance Actions must be concluded by September 15, 2022.
20. Should mediation fail to resolve a Remaining Avoidance Action, pursuant to Federal Rule of Civil Procedure 26(a)(2), made applicable herein pursuant to Bankruptcy Rule 7026, disclosures and reports of a) the parties for any issue on which they bear the burden of proof (not including any report by Plaintiff on insolvency) and b) if Defendant intends to provide expert testimony regarding insolvency of the Debtors, such expert report, if any, shall be made to the adverse party within 60 days after the Mediator's Report is filed.
21. Federal Rule of Civil Procedure 26(a)(2), made applicable herein pursuant to Bankruptcy Rule 7026, disclosures and reports a) of the parties' rebuttal experts, and b) Plaintiff's report on the insolvency of the Debtors, if any, shall be made to the adverse party within 90 days after the Mediator's Report is filed.
22. All fact and expert discovery, including fact and expert witness depositions, shall be concluded the later of 120 days after the Mediator's Report is filed or on January 13, 2023.
23. The standard provisions of Federal Rule of Civil Procedure 26(e), made applicable herein pursuant to Bankruptcy Rule 7026, shall apply to the Avoidance Actions with respect to supplementation of discovery responses.
24. All dispositive motions shall be filed and served by March 15, 2023. The Local Rules governing dispositive motions in adversary proceedings, including Local Rules 7007-1 – 7007-4, shall apply.

F. Mediation Procedures and Requirements

25. Because the Remaining Avoidance Actions are proceedings before this Court, Delaware is the proper forum for mediation. Local Rule 9019-5 and the Court's mediation order, Delaware Bankruptcy Court General Order re Procedures in Adversary Proceedings, dated April 7, 2004, as amended April 11, 2005 (establishing mediation procedures for all adversary proceedings), shall govern the mediations, except as otherwise set forth herein.
26. The Mediators shall be required to file disclosures prior to the scheduling of mediation. Local Rule 9019-2(e)(iii)(B) shall apply.
27. The parties in each Remaining Avoidance Action will participate in the mediation, as scheduled and presided over by the chosen Mediator, in good faith and with a view toward reaching a consensual resolution. At least one counsel for each party and a representative of each party having full settlement authority shall attend the mediation in person except: 1) a Mediator, in his or her discretion, may allow a party representative to appear telephonically or, 2) the parties may consent to a party representative appearing telephonically. **Any such request to appear telephonically must be made prior to ten (10) business days before the scheduled mediation date, or Defendant is deemed to waive such request.** To the extent a Mediator grants a party's request to appear telephonically, the requesting party is responsible for arranging for and paying any fees associated with teleconference services. Should a dispute arise regarding a Mediator's decision on whether to allow a party representative to appear telephonically rather than in person, a party may apply to the Court, in advance of the mediation, by sending a letter outlining said issues to chambers. The Court may then schedule a conference call to address the issues.
28. The Mediator will preside over the mediation with full authority to determine the nature and order of the parties' presentations, and the rules of evidence will not apply. Each Mediator may implement additional procedures which are reasonable and practical under the circumstances.
29. The Mediator, in the Mediation Notice (by language provided to Plaintiff by the Mediator) or in a separate notice that need not be filed, may require the parties to provide to the Mediator any relevant papers and exhibits, a statement of position, and a settlement proposal. In the Mediator's discretion, upon notice (which need not be filed), the Mediator may adjourn a mediation or move a mediation to a different location within the same jurisdiction. The Mediator may also continue a mediation that has been commenced if the Mediator determines that a continuation is in the best interest of the parties.

30. The parties must participate in the scheduling of mediation and mediate in good faith. If the mediator feels that a party to the mediation is not attempting to schedule or resolve the mediation in good faith, the mediator may file a report with the Court. The Court may, without need for further motion by any party, schedule a hearing. If the Court determines that the party is not cooperating in good faith with the mediation procedures, the Court may consider the imposition of sanctions. Additionally, if either party to the mediation is not attempting to schedule or resolve the mediation in good faith, the opposite party may file a motion for sanctions with the Court. Litigation with respect to the issuance of sanctions shall not delay the commencement of the mediation. Sanctions may include, but are not limited to, attorney's fees and costs and Mediator's fees.
31. Upon notice and a hearing, a party's failure to appear at the mediation or otherwise comply with the Procedures Order with respect to mediation, may result in a default judgment or dismissal being obtained against the party failing to comply with the mediation provisions. The Mediator shall promptly file a notice with the Court when any party fails to comply with the mediation provisions set forth in the Procedures Order.
32. The fees of the Mediator shall be paid by the Plaintiff on a per case basis. The Mediator's fees shall be fixed as follows:
 - (a) cases with a claim amount (as reflected in the complaint) of less than \$250,000: \$3,000.00 per case;
 - (b) cases with a claim amount (as reflected in the complaint) equal to or greater than \$250,000 and less than \$1,000,000: \$4,000 per case; and
 - (c) cases with a claim amount (as reflected in the complaint) equal to or greater than \$1,000,000: \$6,000 per case.
33. In addition to the fixed fee, the Plaintiff shall pay the Mediator a \$250.00 administrative fee (the "Administrative Fee") upon acceptance of appointment. The Plaintiff shall pay one-fourth of the Mediator's mediation fee at least 7 calendar days before the commencement of mediation (the "Pre-Mediation Fee"). If the parties settle prior to mediation, the mediator must be informed of the settlement prior to 7 calendar days before the scheduled mediation, or the Pre-Mediation Fee is non-refundable.
34. Mediation that is continued for more than one calendar day will be continued on an hourly fee basis at the rate of \$500.00 per hour to be paid by the Plaintiff.
35. Defendants that have multiple Avoidance Actions in the underlying bankruptcy cases against them may mediate all related Avoidance Actions

at one time. The Mediator's fees will be based upon the combined total claim amount for all related Avoidance Actions.

36. Mediation statements are due seven (7) calendar days prior to the mediation to the Mediator. Unless otherwise directed by the Mediator, the mediation statements shall be shared with the opposing party, except that any party that has confidential information may share the same solely with the Mediator. The Mediator will direct the parties as to further instructions regarding the mediation statements.
37. Without the prior consent of both parties, no Mediator shall mediate a case in which he/she or his/her law firm represents a party. If a Mediator's law firm represents any Defendant in the Avoidance Actions, then: (a) the Mediator shall not personally participate in the representation of that Defendant; (b) the law firm shall notate the file to indicate that the Mediator shall have no access to it; and (c) any discussions concerning the particular Avoidance Action by employees of the law firm shall exclude the Mediator. The Mediator's participation in mediation pursuant to the Procedures Order shall not create a conflict of interest with respect to the representation of such Defendants by the Mediator's law firm.
38. The Mediator shall not be called as a witness by any party except as set forth in this paragraph. No party shall attempt to compel the testimony of, or compel the production of documents from, the Mediators or the agents, partners or employees of their respective law firms. Neither the Mediators nor their respective agents, partners, law firms or employees (a) are necessary parties in any proceeding relating to the mediation or the subject matter of the mediation, nor (b) shall be liable to any party for any act or omission in connection with any mediation conducted under the Procedures Order. Any documents provided to the Mediator by the parties shall be destroyed 30 days after the filing of the Mediator's Report, unless the Mediator is otherwise ordered by the Court. However, subject to court order, a Mediator may be called as witness by any party and may be compelled to testify on a limited basis in proceedings where it is alleged that a party failed to comply with mediation as is required in the foregoing paragraphs of this Procedures Order. Local Rule 9019-5(d) shall apply.
39. All proceedings and writing incident to the mediation shall be privileged and confidential, and shall not be reported or placed in evidence. Local Rule 9019-5(d) shall apply.

G. Avoidance Actions Omnibus Hearings

40. The initial pretrial conference scheduled for August 31, 2021 at 10:00 a.m. (ET) shall be deemed waived. Thereafter, except as otherwise ordered by the Court, the pretrial conference shall be adjourned to quarterly status conferences to be held on the omnibus hearing dates provided by the Court.

All matters concerning any Avoidance Actions shall be heard only at status conferences before the Honorable Christopher S. Sontchi (collectively, the "Avoidance Actions Omnibus Hearings"), at which there may be status conferences, final pre-trial conferences and hearings on motions, if any.

41. Defendants are not required to appear at any Avoidance Actions Omnibus Hearings unless: (a) a motion pertaining to the Defendant's Avoidance Action is calendared to be considered at the Avoidance Actions Omnibus Hearing; or (b) the Court has directed the Defendant to appear. To the extent a Defendant in any Avoidance Action wishes to appear at an Avoidance Actions Omnibus Hearing, and it has not otherwise notified the Plaintiff through a notice of motion, the Defendant or its counsel must notify Plaintiff's counsel of the same, in writing, 5 days prior to said hearing so that Plaintiff may properly prepare to address any issues or concerns at the Avoidance Actions Omnibus Hearing or in advance thereof.
42. Unless the Court orders otherwise, all motions, pleadings, requests for relief or other materials that purport to set a hearing on a date or time other than an Avoidance Actions Omnibus Hearing shall automatically, and without Court order, be scheduled to be heard at the next Avoidance Actions Omnibus Hearing that is at least 30 calendar days after such motion, pleading, request for relief or other materials are filed and served.
43. Plaintiff shall file a report one week prior to each Avoidance Actions Omnibus Hearing setting out the status of each of the Avoidance Actions and shall contemporaneously deliver a copy of the report to the Court's chambers.
44. If, after all discovery has been completed in an Avoidance Action, mediation has concluded but was not successful, and any issues of fact or law remain after dispositive motions, if any, have been decided, the parties to the applicable Avoidance Action shall so inform the Court at the next scheduled Avoidance Actions Omnibus Hearing. At such time, the Court will address additional issues arising subsequent to the Procedures Order, set additional deadlines, if necessary, establish a due date by which the parties must file a joint pretrial order, and schedule a trial on the Avoidance Action that is convenient to the Court's calendar.

H. Miscellaneous

45. The Local Rules for the United States Bankruptcy Court for the District of Delaware shall apply, except that the Procedures Order shall control with respect to the Avoidance Actions to the extent of any conflict with other applicable rules and orders.
46. The deadlines and/or provisions contained in the Procedures Order may be extended and/or modified by the Court upon written motion and for good

cause shown or consent of the parties pursuant to stipulation, which stipulation needs to be filed with the Court; and it is further

ORDERED, that this Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Exhibit “2”

Defendant Name	Adversary Number
Advanced Geoservices Corp.	21-50561
Almega Environmental & Technical Services, Inc.	21-50565
Alta Environmental, L.P. fdba Winfield & Associates	21-50566
American Electric Equipment Company	21-50567
American Integrated Services, Inc.	21-50568
Amer-Sil	21-50569
Anixter Inc.	21-50570
AP Global Management LLC.	21-50573
Applied Industrial Technologies, Inc.	21-50574
Attlin Construction Inc	21-50576
Automotive Core Supply, Inc. dba ACS, Inc.	21-50578
Avient Corporation dba PolyOne Distribution	21-50579
Battery Outfitters, Inc.	21-50580
Battery Warehouse of Alexandria, Inc.	21-50581
Best Lucky International Enterprise Corp.	21-50584
Borg Warner Systems Lugo S.r.l.	21-50586
Brenntag Mid-South Inc.	21-50587
Bristol Tennessee Essential Services dba Bristol Tennessee Electric System	21-50589
BRL Holdings LLC dba Regency Metals	21-50591
C.T. Sistemi Plastici	21-50592
Castlerock Environmental, Inc.	21-50596
Central Industrial Contractors, Inc.	21-50598
Chad A. Haynes dba Allpak Battery	21-50599
Climate Engineers, LLC fdba Climate Engineers Inc.	21-50602
Copps Industries, Inc.	21-50605
Corpipsa, LLC	21-50606
Coyote Logistics, LLC	21-50607
Daramic, LLC fdba Daramic Inc.	21-50609
Delta-Q Technologies Corp.	21-50611
DET Logistics (USA) Corporation	21-50612
DMG20, Inc. fdba Battery Solutions, Inc.	21-50613
Drummond Company, Inc. dba ABC Coke	21-50614
Duff & Phelps, LLC	21-50616
Environmental Recovery Services, Inc.	21-50621

Evergy, Inc. fdba Westar	21-50630
Ferro Magnetics Corporation	21-50632
Flexport, Inc.	21-50634
GAP VII GB (KCI) LLC	21-50637
Gauthier Non-Ferrous Products Inc.	21-50643
Georgia Power Company	21-50645
Goodhart Sons, Inc.	21-50648
Gotcha Transport, Inc.	21-50650
Grafika Commercial Printing, Inc. dba Grafika Printing, Inc.	21-50651
Gunter Machine & Tool, LLC	21-50653
HADI Maschinenbau Ges.mmbH	21-50655
Harcros Chemicals Inc.	21-50656
Heritage Environmental Services, LLC	21-50660
Hexacomb Corporation	21-50663
Hickory Springs Manufacturing Company dba HSM	21-50665
Husker Battery Service, Corp. fdba H.B.S.C. Metals Brokerage	21-50668
Hydra-Matic Packing Company, Inc.	21-50670
Insight Direct USA, Inc. dba Insight Enterprises	21-50677
Izco Plasticos Industriales, S.L.	21-50679
J & R Enterprises, LLC	21-50681
J.M. Bozeman Enterprises, Inc.	21-50682
KBX Logistics, LLC	21-50686
Kekst and Company, Incorporated	21-50690
Lancaster Mold, Inc.	21-50615
Leoch Battery Pte Ltd	21-50620
LignoTech USA, Inc.	21-50622
LinkEx, Inc.	21-50624
Louisiana Battery Warehouse -- Shreveport, Inc. dba Louisiana Battery Co.	21-50628
MAC Engineering and Equipment Company, Inc.	21-50631
MacAllister Machinery Co Inc dba MacAllister Cat Muncie	21-50633
Mast Trucking Inc	21-50638
McCormick-Busse, Incorporated dba MBI Media	21-50641
McMaster-Carr Supply Company	21-50644
Merrill Lynch & Co., Inc.	21-50646
Mississippi Lime Company	21-50652
NorFalco LLC	21-50661
Oak Press Solutions Inc.	21-50669
One Gas, Inc. dba Kansas Gas Service	21-50671
Organizacion Industrial Vega S.A. de C.V.	21-50676

P.A.M. Transport, Inc.	21-50678
Pallet Distributors, Inc. dba E-Pallets, Inc.	21-50680
Phoenixx, L.P.	21-50687
Power Designers USA LLC	21-50692
Premier Magnesia, LLC	21-50693
PSMG, Inc. dba PACWEST Security Services	21-50695
Reliable Batteries, Inc.	21-50697
Re-Man Shack, Inc. IV dba Advantage Power Battery of Oklahoma	21-50698
Resource Plastics, LLC	21-50699
Resources Alloys and Metals, Inc.	21-50700
Roles Marketing International, Inc.	21-50702
RSR Corporation	21-50705
Russell Equipment, Inc.	21-50709
Saia Motor Freight Line, LLC	21-50710
Sanders Lead Company, Inc.	21-50711
Scandinavian Steel AB	21-50715
Sebang Global Battery Co. Ltd.	21-50717
SMC, LLC	21-50719
Stalcorp, LLC	21-50720
T and S Trading, Inc.	21-50725
Tasco, LLC	21-50726
The Raymond Corporation	21-50731
The Sourcing Group LLC	21-50733
Tonolli Canada Ltd	21-50736
Transportation Products Sales Company, Inc.	21-50737
TRISTAR Risk Enterprise Management, Inc.	21-50738
Tri-State Battery Supply, Inc.	21-50739
Uber Freight LLC	21-50742
UGI Utilities, Inc.	21-50743
UL LLC	21-50744
Veritiv Operating Company	21-50748
Waller Logistics, Inc. dba Waller Truck Co., Inc.	21-50752
Water Gremlin Company	21-50753
Wiese USA, Inc.	21-50756

* 107 Adversary Proceedings

Exhibit “D”

Mediator List

1. Ian Connor Bifferato, Esq.
The Bifferato Firm
2. Lucian B. Murley
Saul Ewing Arnstein & Lehr LLP
3. Eric Haber
Law Office of Eric Haber, PLLC
4. Marc Phillips
Montgomery McCracken Walker & Rhoads LLP
5. Anthony M. Sacullo
A.M. Saccullo Legal



NIF / NIE											Nº Afiliación Seg. Social		Fecha nacimiento	
25159509Q													26/06/1971	
Grupo cotización											C. Cotiz Centro de trabajo			
1	2	3	4	5	6	7	8	9	10	11				
Telefono contacto											EMAIL			
Nivel de estudios (1)											Categoría profesional (2)			

- (1)- 1. Sin estudios / 2. Estudios primarios /3.Primer Etapa Educación secundaria / 4. FP1, FP2, Bachillerato, BUP /5. Certificado de Profesionalidad / 6.Técnico Superior, FP Superior / 7-Diplomatura-graduos/ 8. Licenciado.
(2)- 1.Directivo 2. Mando Intermedio 3.Trabajador cualificado 4.Trabajador con baja cualificación 5.Tecnico

Firma del alumno:

Fdo. _____

Fecha: _____

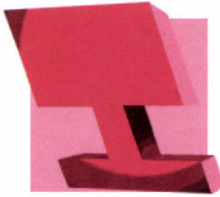
A la fecha arriba indicada, el trabajador acredita haber recibido el material didáctico del curso de formación PRESENCIAL objeto del presente Anexo, que detallamos a continuación:

- Indicaciones necesarias sobre el contenido del Cuso de Formación.
- Claves de acceso y url a la plataforma donde figura el MATERIAL FORMATIVO CON CONTENIDOS DE LA FORMACION: Guía Didáctica, Instrucciones y presentación del curso, modulos formativos y pruebas de autoevaluación de los mismos.
- Cuestionario de la calidad de la formación.
- Notas:

- Este documento debe rellenarse tantas veces como alumnos vayan a realizar el curso indicado.
- Para ser válido deberá ir firmado por el alumno.
- Rellene todos los campos en letra mayúscula clara.

DATOS DE LA ACCIÓN FORMATIVA (A RELLENAR POR LA ENTIDAD ORGANIZADORA)	
Denominación del curso	
Modalidad	
Fecha de inicio de la acción formativa	
Entidad Organizadora	Centro Impartidor
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CLERK
U.S. BANKRUPTCY COURT
DISTRICT OF DELAWARE



SUBJECT: BANKRUPTCY CASE No. 20-11157 (CSS)

ORDER ESTABLISHING STREAMLINED PROCEDURES GOVERNING ADVERSARY PROCEEDING WITH TOTAL IN CONTROVERSY GREATER THAN \$75,000.00 BROUGHT BY PLAINTIFF PURSUANT TO SECTIONS 502, 547 548, 549 AND 550 OF THE BANKRUPTCY CODE.

Zaragoza (Spain), 27th July 2021

Dear Sirs,

Last week we received a communication from you regarding the bankruptcy of EXIDE TECHNOLOGIES.

We were surprised by the communication because 4 months ago our lawyers replied to the trustee's lawyers with the letter that we attached to you, and with the information that was attached to the letter.

In view of this, it seems that the claim of the trustee has little foundation -at least in our opinion, and obviously respecting the work of the trustee and its lawyers-, because we did not benefit from any shortening of deadlines, but our invoices they were paid long after we had made the supplies, and EXIDE did not meet the stipulated payment terms.

If you consider that, despite this, there is a basis for the TRUSTEE claim, we need an additional time of one month to prepare our defense and look for a lawyer in the United States to advise us, since we are a small company in Spain.

Thank you very much for your understanding.

Yours sincerely,


LUIS MARIA IZCO
luisizco@izcoplasticos.com
General Manager

